

Contract No.
Date of Award:

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**U S DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

**KENTUCKY FOREST HIGHWAY
PROJECT KY PFH 103-2(1)**

**PROPOSAL AND CONTRACT
(IFB DTFH71-96-B-00018)**

This Contract Cites
Standard Specifications FP-92

PROPOSAL OF _____

ADDRESS _____

STATE: Kentucky

COUNTY: Menifee County

NATIONAL FOREST: Daniel Boone National Forest

NAME OF ROAD: Forest Highway 103

LENGTH: 0.20 miles (0.32 kilometers)

TYPE OF IMPROVEMENT: Bridge replacement; reconstruction and realignment of existing roadway, including grading and asphalt surfacing; obliteration of existing roadway and removal of existing bridge and other miscellaneous work.

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* TO BE SUBMITTED AS PART OF THE BID OFFER

NOTICE TO BIDDERS

CONTRACT FORMAT

Bidders should note that the format of this contract is in accordance with Federal Acquisition Regulations, promulgated by the General Services Administration, effective April 1, 1984. Bidders are encouraged to review the documents thoroughly before bidding.

PROPOSAL BOOKLET AND OFFER SUBMITTAL

It is the responsibility of the bidder to verify that this proposal is complete as listed in the table of contents. Also, the bidder is responsible for submitting all forms and documents with the offer. Bidders should use the Checklist for Bids included in this booklet to check that their bids are complete.

HAZARDOUS MATERIALS IDENTIFICATION AND MATERIAL SAFETY DATA

All apparent low bidders are required by the Hazardous Materials Identification and Safety Data clause to submit Material Safety Data Sheets (MSDS's) prior to award. Failure to submit MSDS's may render the bidder ineligible for award of contract. All apparent low bidders should submit their MSDS's within two weeks after bid opening.

UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS, WOMEN OWNED BUSINESS CONCERNS, AND SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PROGRAM

Bidders are advised that compensation provisions for awarding subcontracts to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) as defined by FAR Clause 52.219-8; and to women-owned businesses (WBE) as defined by FAR Clause 52.219-13, are included in subsection 108.02 of the Special Contract Requirements.

Bidders should note their responsibilities in the awarding of subcontracts in accordance with the Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals clause and with the Women-Owned Business Concerns clauses which are included in this contract.

The Bidder, if a large business concern, should note its responsibility to establish and conduct a Small Business and Small Disadvantaged Business Subcontracting Program in accordance with the Small Business and Small Disadvantaged Business Subcontracting Plan clause included in Socioeconomic Requirement 52.219-9, Alternate I. The apparent Low Bidder will be required to submit a Subcontracting Plan within 2 weeks of receipt of request from the Contracting Officer. If the apparent low Bidder fails to submit a subcontracting plan acceptable to the Contracting Officer within the allowable time, the bidder may be ineligible for award of the contract.

NOTICE TO BIDDERS (CONT'D)

For your information, there is included with this proposal a list of business concerns who have represented themselves to be owned and controlled by socially and economically disadvantaged individuals and/or women-owned business concerns that have indicated an interest in participating in highway construction.

BONDING

Small business concerns and disadvantaged business enterprises may obtain assistance in securing necessary bonding for this project by contacting the office of the Small Business Administration located in their State.

For Minority, Women-Owned and Disadvantaged Business Enterprises only: The Department of Transportation (DOT) Office of Small and Disadvantaged Business Utilization has programs to assist minority, women-owned and disadvantaged business enterprises to acquire short-term capital and bonding assistance for transportation-related contracts. Loans are available under the DOT Short Term Lending Program (STLP) at prime interest rates up to \$500,000 per contract to provide accounts receivable financing. The DOT Bonding Assistance Program enables firms to apply for bid, performance and payment bonds up to \$500,000 per contract. DOT provides an 80 percent guaranty on the bond amount to a surety against losses. For further information and applicable forms concerning the STLP and Bonding Assistance Program, please call (800) 532-1169.

PAYMENT

Bidders are advised to review Subection 109.05 of the FP-92.

PROGRESS PAYMENTS

Bidders are advised that under Construction Contract Requirement Clause 52.232-5, Payments Under Fixed Price Construction Contracts, upon request, progress payments will include premiums paid by the Contractor to obtain performance and payment bonds as required under this contract. These payments shall not be made in addition to the contract price. As specified in Section 151.-MOBILIZATION of the Special Contract Requirements, payments for performance and payment bond premiums shall be included in mobilization.

Bidders are advised that under Construction Contract Requirement Clause 52.232-27, Prompt Payment for Construction Contracts, and 52.232-28, Electronic Funds Transfer Payment Methods:

- (1) Payment to the Contractor will, at the option of the Government, be made by check or electronic funds transfer. For either method, the Contractor is required to furnish information as described in the Clause within 14 days after Notice of Award.

CHECKLIST FOR BID SUBMITTAL

Below is a checklist of items included in the proposal and contract to be completed and returned to the address in Block 8 of the Standard Form 1442, Solicitation, Offer, and Award (Page A-1) for the submission of a bid. This list is informational and is not required to be filled out by the bidder.

However, review this list to ensure your bid is complete! Failure to submit a complete bid may be cause to reject your bid.

1. Bid Envelope:
 - a. Addressed as shown in Block 8 of Page A-1 ☐
 - b. OF-17 filled out and attached to lower left corner ☐
2. Standard Form 1442: Solicitation, Offer, and Award (Pages A-1 and A-2)
 - a. Block 14: Name and address of Bidder ☐
 - b. Block 14: Contractor Establishment Code ☐
 - c. Block 15: Telephone Number of Bidder ☐
 - d. Block 16: Remittance address if different from Block 14 ☐
 - e. Block 19: All Amendments acknowledged, with dates of amendments ☐
 - f. Block 20: Bidis signed and dated ☐
3. Continuation of SF 1442 (Pages A-3 through A-6)
 Certificate of Procurement Integrity completed and signed ☐

**BIDS RECEIVED WITHOUT A
SIGNED CERTIFICATE WILL BE REJECTED.**
4. Bid Schedule - (Pages B-1 thorough B-10)
 - a. Unit Bid Price and Bid Amount provided for each pay item in numbers ☐
 - b. Corrections initialed ☐
 - c. Continuation Sheet (B-10) included ☐
5. Standard Form 24, Bid Bond (if bid guarantee is a bid bond (Pages C-1 and C-2)
 - a. Date executed ☐
 - b. Legal name and address of bidder ☐
 - c. Type of organization ☐
 - d. State of incorporation (if applicable) ☐
 - e. Name and business address of surety ☐
 - f. Penal sum of bond ☐
 - g. Bid identification ☐
 - h. Signature of bidder; ☐ Seal, if a corporation ☐
 - i. Signature of surety; ☐ Seal, if a corporation ☐

CHECKLIST FOR BID SUBMITTAL

6. Power of Attorney
 - a. Dated on or before execution date of bond ☐
 - b. Power has original signature of surety, embossed with surety's seal, or notarial acknowledgement ☐

7. Representations and Certifications (Pages D-1 through D-10)
 - a. 52.203-2 Complete if applicable ☐
 - b. 52.203-4 2 checks ☐
 - c. 52.203-9 Complete, sign, and date ☐
 - d. 52.203-11 Form LLL attached if applicable ☐
 - e. 52.204-3 3 checks, and TIN ☐
 - f. 52.204-5 1 check ☐
 - g. 52.209-5 4 checks ☐
 - h. 52.214-2 1 check ☐
 - i. 52.214-17 Attach an affidavit concerning any and all affiliated bidders ☐
 - j. 52.219-1 Check proper representation ☐
 - k. 52.219-2 Complete as required ☐
 - l. 52.219-15 1 check ☐
 - m. 52.219-19 2 checks ☐
 - n. 52.222-22 2 checks ☐
 - o. 52.223-1 1 check ☐
 - p. 52.223-3 Provide information ☐

8. Bidders Qualifications form (provided separately as part of the bid package Form completed, signed, and submitted with bid or not more than one year prior to bidding. ☐

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. Solicitation No. DTFH71-96-B-00018	2. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (<i>IFB</i>) <input type="checkbox"/> Negotiated (<i>RFP</i>)	3. Date Issued 08-06-96	Page of Pages 1 OF 6
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. Contract No.	5. Requisition/Purchase Request No. N/A	6. Project No. KY PFH 103-1(2)
7. Issued By: <u>CODE: N/A</u> Federal Highway Administration Eastern Federal Lands Highway Division Loudoun Tech Center 21400 Ridgetop Circle Sterling, Virginia 21066-6511		8. Address Offer To: Mr. Gary L. Klinedinst Division Engineer Federal Highway Administration Eastern Federal Lands Highway Division Loudoun Tech Center 21400 Ridgetop Circle Sterling, Virginia 21066-6511
9. FOR INFORMATION CALL →→→→→	A. Name: See Continuation of SF 1442	B. Telephone No. (Include area code) (NO COLLECT CALLS) See Continuation of SF 1442.

SOLICITATION**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

10. The Government requires performance of the work described in these documents (title, identifying no., date):

This solicitation is for the construction of Kentucky Forest Highway Project KY PFH 103-2(1) in Menifee County, Kentucky, in strict accordance with the Contract Clauses and the below listed specifications, schedules, drawings, and conditions for the quantities of work actually performed at the unit prices as bid in the Bid Schedule, including all applicable Federal, State, and local taxes.

- Standard Specification for Construction of Roads and Bridges on Federal Highway Projects, **FP-92**.
- Bid Schedule, Pages B-1 through B-10
- Special Contract Requirements, pages J-1 through J-27
- Plans, Sheets 1 through 84

11. The Contractor shall begin performance within 10 calendar days and complete it within * calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See *Continuation Sheet)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO SEE SUBSECTION 102.06 OF FP-92	12B. CALENDAR DAYS Within 15 calendar days after Notice of Award
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8. by 2:00 pm (hour) local time 09-05-96 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required. **See Subsections 102.03 & 102.04.**
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. Name and Address of Offeror (Include ZIP code)		15. Telephone No. (Include area code)	
		16. Remittance Address (Include only if different than Item 14)	
CODE	FACILITY CODE		
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within ____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.			
AMOUNTS ▶		See Bid Schedule.	
18. The offeror agrees to furnish any required performance and payment bonds.			
19. ACKNOWLEDGEMENT OF AMENDMENTS			
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)			
AMENDMENT NO.			
DATE			
20A. Name and title of person authorized to sign offer (Type or print)		20B. Signature	
		20C. Offer Date	

AWARD (To be completed by Government)

21. Items Accepted:			
22. Amount		23. Accounting and appropriation data	
24. Submit invoices to address shown in ▶ (4 copies unless otherwise specified)		ITEM See Block 26	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 15 USC 637(a) and 41 USC 253(c)(5)
26. ADMINISTERED BY CODE: _____ Federal Highway Administration Eastern Federal Lands Highway Division 21400 Ridgeway Circle Sterling, Virginia 20166-6511		27. PAYMENT WILL BE MADE BY: Federal Highway Administration Office of Fiscal Services Finance Division, Room 4311, HFS-20 400 7th Street, SW Washington, D.C. 20590	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE			
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input checked="" type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. Name and Title of Contractor or Person Authorized to Sign (Type or print)		31A. Name of Contracting Officer (Type or print)	
		Mary W. Daigle	
30B. Signature	30C. Date	31B. United States of America	31C. Award Date
		BY	

52.203-8**REQUIREMENT FOR CERTIFICATE OF
PROCUREMENT INTEGRITY (SEP 1995)**

(a) *Definitions.* The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) *Certifications.* As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (c)(2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ [*Name of certifier*], am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement **DTFH71-96-B-00018**. [*solicitation number*].

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of

[*Name of Offeror*]

who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (*Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER*
N O N E I F N O N E E X I S T)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[*Signature of the officer or employee responsible for the offer and date*]

[*Typed name of the officer or employee responsible for the offer*]

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) FAILURE OF A BIDDER TO SUBMIT THE SIGNED CERTIFICATE WITH ITS BID SHALL RENDER THE BID NONRESPONSIVE.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the

Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the

interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

Block 2:

This project is 100 percent setaside for small business concerns.

This project is located in an eligible Labor Surplus Area.

This award is made pursuant to Public Law 100-656 Title VII, which established the Small Business Competitiveness Demonstration Program.

For the purposes of this contract, limitations on subcontracting shall be as specified in contract clause 52.219-14, Limitations on Subcontracting. Contract Clause 52.236-1, Performance of Work by the Contractor, is not applicable to this contract.

Contract clause 52.219-15, Notice of Participation by Organization for the Handicapped, applies to this project.

Facsimile bids will not be accepted.

Block 9:

All requests for bidding documents and planholder's lists will be mailed first class. It is strongly recommended that all requests for bidding documents and planholder's lists be received 7 calendar days before the scheduled bid opening to ensure receipt of requested materials. Requests for "faxing" or overnight mailing will not be accepted. Bidding documents and planholder's lists may be picked up at any time, but please call ahead to verify the availability of documents."

Plans, Specifications, and bid forms may be obtained from the following:

Division Engineer
Federal Highway Administration
Eastern Federal Lands Highway Division
Loudoun Tech Center
21400 Ridgetop Circle, Room 309
Sterling, Virginia 20166

Telephone: 800-892-8776

In accordance with Contract Clause 52.236-4, Physical Data, the following information is available for review at:

Federal Highway Administration
Eastern Federal Lands Highway Division
Loudoun Tech Center
21400 Ridgetop Circle, Room 309
Sterling, Virginia 20166

Telephone: 703-285-0006

DATA AVAILABLE FOR REVIEW

1. Manual on Uniform Traffic Control Devices for Streets and Highways, 1988 edition, published by the Federal Highway Administration and printed by the Government Printing Office.
2. Earthwork computations.

3. Soils and Foundation Report.
4. Kentucky list of Disadvantaged Business Enterprises and Women-Owned Businesses.

A Government representative will be available to show the project or answer questions from prospective bidders; arrangements may be made by contacting the Construction Operations Engineer at 423-453-7123. Technical questions may also be directed to the Construction Operations Engineer or the Engineering Coordinator at 703-285-0075.

Block 11:

This contract shall be completed within 660 calendar days.

Notice to Proceed will be issued within 30 days following receipt of acceptable performance and payment bonds.

Block 12A:

Furnish a performance bond in the penal amount of 100 percent of the original contract price, and a payment bond as follows:

- (a) In the penal amount of 50 percent of the original contract price, if the contract price is not more than \$1 million.
- (b) In the penal amount of 40 percent of the original contract price, if the contract is more than \$1 million but not more than \$5 million.
- (c) In the amount of \$2.5 million if the contract price is more than \$5 million.

See Subsection 102.06 of the FP-92 for additional information.

Block 13:

A bid guarantee of not less than 20 percent of the amount of the bid is required with any bid in excess of \$25,000. If the bidder fails to provide the required bid guarantee, such failure may require rejection of the bid. See Contract Clause 52.228-1, Bid Guarantee.

Other:

The project is expected to fall within the price range of \$1,000,000 to \$5,000,000.

Competency of bidders shall be indicated by the submission of the Bidder's Qualification, which is included as part of the bid documents, unless a Bidder's Qualification form has been submitted not more than one year prior to bidding.

BID SCHEDULE

Project: KY PFH 103-2(1)

BIDDERS PLEASE NOTE: Before preparing the bid, carefully read the instructions to bidders. While preparing the bid, comply with the following:

Complete the Bid Schedule (Pages B-2 through B-9) by handwriting in ink or typing. Specify a Unit Bid Price, in figures, for each pay item in the Unit Bid Price column for which a quantity is given. Do not enter or tender a Unit Bid Price for any pay item for which no estimated quantity appears in the Bid Schedule. Determine the products of the respective unit prices and quantities, and show them, in figures, in the Amount Bid column. Determine the Bid Total by adding the amounts of the several items, and show in the two blocks provided on the bottom of Page B-9. In case of multiplication errors, the Amount Bid for the item will be based on the Unit Bid Price.

Provide the number of calendar days necessary to complete all contract work, from Notice to Proceed to final construction completion, for the Bid Schedule **(NOT to exceed the number of calendar days provided in Block 11 of the SF-1442)** in the space provided on the Bid Summary table (Page B-9). Failure to specify a number of calendar days for contract completion means the bidder accepts the contract time provided in Block 11 of the SF 1442 (Page A-6). When evaluating the bids, the Government will consider the contract administration cost for the project to be \$800 per calendar day.

Add the Bid Total and the Contract Administrative Cost associated with the number of calendar days bid for the Bid Schedule. Show the Total Cost in the space provided on the Bid Summary table (Page B-9).

Please review Subsection 109.05 of the FP-92 regarding scope of work.

Award of the contract will be based on the overall price, price-related factors, AND contract administrative cost. The number of calendar days specified by the successful bidder will become the contract time for the project.

The possibility of there being different low bidders on a different combination of overall price, price-related factors, AND contract administrative cost, is recognized. Bidders are hereby notified that there will be no basis for protest by any bidder whose bid would have been the lowest under on the overall price and price-related factors, rather than the combination of overall price, price-related factors, AND contract administrative cost.

BID SCHEDULE

PROJECT: PFH 103-2(1)

PAY ITEM NO.	PAY ITEM NAME	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT BID
15101	MOBILIZATION	LUMP SUM	ALL	
15201	CONSTRUCTION SURVEY AND STAKING	LUMP SUM	ALL	
15401	CONTRACTOR TESTING	LUMP SUM	ALL	
15703	SILT FENCE	2,100.0 LNFT		
15706	EARTH BERMS	400.0 LNFT		
15707	TEMPORARY CULVERT PIPE	60.0 LNFT		
15708	STRAW BALES	50.0 EACH		

BID SCHEDULE
PROJECT: PFH 103-2(1)

PAY ITEM NO.	PAY ITEM NAME	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT BID
15720	STABILIZED CONSTRUCTION ENTRANCE	3.0 EACH		
20101	CLEARING AND GRUBBING	2.5 ACRE		
20301J	REMOVAL OF BRIDGE - EXISTING TIMBER BRIDGE	1.0 EACH		
20302H	REMOVAL OF PIPE CULVERTS	50.0 LNFT		
20302VB	REMOVAL OF BARBED WIRE FENCE (ELECTRIC)	130.0 LNFT		
20302VD	REMOVAL OF RAIL FENCE	100.0 LNFT		
20401	ROADWAY EXCAVATION	7,200.0 CUYD		
20801	STRUCTURE EXCAVATION	415.0 CUYD		

BID SCHEDULE
PROJECT: PFH 103-2(1)

PAY ITEM NO.	PAY ITEM NAME	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT BID
20803	STRUCTURAL BACKFILL	225.0 CUYD		
20805	SHORING AND BRACING	LUMP SUM	ALL	
20806	COFFERDAMS	LUMP SUM	ALL	
21101	ROADWAY OBLITERATION	1,500.0 SQYD		
25101C	LOOSE RIPRAP, CLASS 3	450.0 CUYD		
25203	MECHANICALLY-PLACED ROCK EMBANKMENT	1,200.0 CUYD		
30101Z	AGGREGATE BASE, GRADING C OR D	1,400.0 TON		
30501	AGGREGATE-TOPSOIL COURSE	100.0 TON		

BID SCHEDULE
PROJECT: PFH 103-2(1)

PAY ITEM NO.	PAY ITEM NAME	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT BID
40101CD	HOT ASPHALT CONCRETE PAVEMENT, CLASS C, GRADING D	325.0 TON		
55201A	STRUCTURAL CONCRETE, CLASS A (AE)	305.0 CUYD		
55201D	STRUCTURAL CONCRETE, CLASS D (AE)	345.0 CUYD		
55207DN	STRUCTURAL CONCRETE, CLASS D (AE), FOR APPROACH SLABS, TYPE 1	118.0 SQYD		
55401	REINFORCING STEEL	36,000.0 LB		
55402	EPOXY COATED REINFORCING STEEL	108,700.0 LB		
55501B	STRUCTURAL STEEL, WEATHERING STEEL, FURNISHED, FABRICATED, AND ERECTED	387,000.0 LB		
55502	BRIDGE EXPANSION JOINTS	59.0 LNFT		

BID SCHEDULE
PROJECT: PFH 103-2(1)

PAY ITEM NO.	PAY ITEM NAME	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT BID
55504	BRIDGE SCUPPERS	5.0 EACH		
55801A	TAR DAMPPROOFING	1,000.0 SQYD		
56401A	ELASTOMERIC BEARING DEVICE (Abutment 1)	4.0 EACH		
56401A	ELASTOMERIC BEARING DEVICE (Pier 1)	4.0 EACH		
56401A	ELASTOMERIC BEARING DEVICE (Pier 2)	4.0 EACH		
56401A	ELASTOMERIC BEARING DEVICE (Abutment 2)	4.0 EACH		
56501N	DRILLED SHAFTS, 30-INCH DIAMETER	254.0 LNFT		
60101	CONCRETE	27.0 CUYD		

BID SCHEDULE
PROJECT: PFH 103-2(1)

PAY ITEM NO.	PAY ITEM NAME	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT BID
60703	CLEANING CULVERTS IN PLACE	80.0 LNFT		
60704	RECONDITIONING DRAINAGE STRUCTURES	2.0 EACH		
61907A	REMOVE AND RESET FENCE (ELECTRIC BARBED WIRE)	350.0 LNFT		
61907A	REMOVE AND RESET FENCE (RAIL FENCE)	250.0 LNFT		
61908A	REMOVE AND RESET GATE	2.0 EACH		
62001AB	CLASS A MASONRY, MEDIUM POINTED FINISH	211.0 CUYD		
62401K	FURNISHING AND PLACING TOPSOIL, 4-INCH DEPTH	3000.0 SQYD		
62509	TURF ESTABLISHMENT	2.2 ACRE		

BID SCHEDULE
PROJECT: PFH 103-2(1)

PAY ITEM NO.	PAY ITEM NAME	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT BID
62901C	MATTING, TYPE 3	1,500.0 SQYD		
63505C	BARRICADE, TYPE 3	8.0 EACH		
63506A	CONE, TYPE A	20.0 EACH		
63507	CONSTRUCTION SIGN	320.0 SQFT		
63508B	DRUM, TYPE B	20.0 EACH		
63509	FLAGGER	72.0 HOUR		
63511	TEMPORARY CONCRETE BARRIER	190.0 LNFT		
63521A	WARNING LIGHT, TYPE A	25.0 EACH		

BID SCHEDULE
PROJECT: PFH 103-2(1)

PAY ITEM NO.	PAY ITEM NAME	ESTIMATED QUANTITY	UNIT BID PRICE	AMOUNT BID
63537	TEMPORARY FENCE (ORANGE PLASTIC)	450.0 LNFT		
63701	FIELD OFFICE	1.0 EACH		

BID TOTAL \$ _____

BID SUMMARY

Bid Total (From box above)

\$ _____

Contract Administration Cost

number of calendar days necessary
to complete all project work from notice
to proceed to construction completion

_____ calendar days x \$800 per calendar day =

\$ _____

Total Cost

Bid Total + Contract Administrative Cost =

\$ _____

SEE CONTINUATION SHEET OF BID SCHEDULE FOR
INFORMATION RELATING TO THE BUY AMERICAN ACT

BID SCHEDULE
PROJECT: PFH 103-2(1)

ITEM OF DOMESTIC MATERIAL COMPARABLE TO OFFERED NONDOMESTIC MATERIAL	QUANTITY (Weight, Feet, No., Etc.)	COST DELIVERED TO JOB SITE
TOTAL \$		

BID BOND (See instructions on reverse)					DATE BOND EXECUTED (Must not be later than date bid opening date)		FORM APPROVED OMB NO. 9000-0045	
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405: and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.								
PRINCIPLE (Legal name and business address)					TYPE OF ORGANIZATION ("X" one)			
					<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
					STATE OF INCORPORATION			
SURETY(IES) (Name and business address)								
PENAL SUM OF BOND					BID IDENTIFICATION			
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.		
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies or Services)			
<p>OBLIGATION: We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.</p> <p>CONDITIONS: The Principal has submitted the bid identified above.</p> <p>THEREFORE: The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.</p> <p>Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>WITNESS: The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.</p>								
PRINCIPAL								
SIGNATURE(S)	1. (Seal)		2. (Seal)		3. (Seal)		Corporate Seal	
NAMES(S) & TITLE(S) (Typed)	1.		2.		3.			
INDIVIDUAL SURETY(IES)								
SIGNATURE(S)	1. (Seal)				2. (Seal)			
NAMES(S) (Typed)	1.				2.			
CORPORATE SURETY(IES)								
SURETY A	NAME & ADDRESS				STATE OF INC.	LIABILITY LIMIT \$		Corporate Seal
	SIGNATURE(S)	1.			2.			
	NAMES(S) & TITLE(S) (Typed)	1.			2.			

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S)(Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capacity.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PERFORMANCE BOND (See instructions on reverse)		DATE BOND EXECUTED (Must be same or later than date of contract)		FORM APPROVED OMB NO. 9000-0045		
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405: and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.						
PRINCIPLE (Legal name and business address)			TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
			STATE OF INCORPORATION			
SURETY(IES) (Name and business address)			PENAL SUM OF BOND			
			MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
			CONTRACT DATE		CONTRACT NUMBER.	
<p>OBLIGATION: We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.</p> <p>CONDITIONS: The Principal has entered into the contract identified above.</p> <p>THEREFORE: The above obligation is void if the Principal - (a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.</p> <p>(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.</p> <p>WITNESS: The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.</p>						
PRINCIPAL						
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal		
NAMES(S) & TITLE(S) (Typed)	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1. (Seal)	2. (Seal)				
NAMES(S) (Typed)	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal	
	SIGNATURE(S)	1.	2.			
	NAMES(S) & TITLE(S) (Typed)	1.	2.			

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM →	RATE PER THOUSAND \$	TOTAL \$
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capacity.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND (See instructions on reverse)		DATE BOND EXECUTED (Must be same or later than date of contract)		FORM APPROVED OMB NO. 9000-0045		
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405: and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045), Washington, D.C. 20503.						
PRINCIPLE (Legal name and business address)			TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
			STATE OF INCORPORATION			
SURETY(IES) (Name and business address)			PENAL SUM OF BOND			
			MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
			CONTRACT DATE		CONTRACT NUMBER.	
<p>OBLIGATION: We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.</p> <p>CONDITIONS: The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.</p> <p>WITNESS: The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.</p>						
PRINCIPAL						
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal		
NAMES(S) & TITLE(S) (Typed)	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1. (Seal)	2. (Seal)				
NAMES(S) (Typed)	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal	
	SIGNATURE(S)	1.	2.			
	NAMES(S) & TITLE(S) (Typed)	1.	2.			

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAMES(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and materials, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capacity.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

INDEX OF
FEDERAL ACQUISITION REGULATION AND
TRANSPORTATION ACQUISITION REGULATION
SOLICITATION PROVISIONS AND CONTRACT CLAUSES
FOR SEALED BID CONTRACTS

SEPTEMBER 1996

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22.9	NONDISCRIMINATION BECAUSE OF AGE	Feb-84	F-14	SOCIOECON PROG REQS	
52.202-01 ALT I	DEFINITIONS	Oct-95	G-01	GEN'L CONTRACT REQS.	
52.203-02	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	Apr-85	D-01	REPS. AND CERTS.	
52.203-03	GRATUITIES	Apr-84	G-01	GEN'L CONTRACT REQS.	
52.203-05	COVENANT AGAINST CONTINGENT FEES	Apr-84	G-01	GEN'L CONTRACT REQS.	
52.203-07	ANTI-KICKBACK PROCEDURES	Jul-95	G-02	GEN'L CONTRACT REQS.	
52.203-08	REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY	Sep-95	A-03	SOLICIT'N OFFER & AWARD	
52.203-09	REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY -	Sep-95	D-01	REPS. AND CERTS.	
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	Sep-90	G-02	GEN'L CONTRACT REQS.	
52.203-11	CERT. & DISCLOSURE RE: PAYMTS TO INFLUENCE CERTAIN	Apr-91	D-02	REPS. AND CERTS.	FOR CONTRACTS > \$100,000
52.203-12	LIMITATION ON PAYMENTS TO INLUENCE CERTAIN FEDERAL	Jan-90	G-03	GEN'L CONTRACT REQS.	FOR CONTRACTS > \$100,000
52.204-03	TAXPAYER IDENTIFICATION	Mar-94	D-03	REPS. AND CERTS.	
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	Jun-96	G-05	GEN'L CONTRACT REQS.	
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FEDERAL ACQUISITION REGULATION AND
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SEPTEMBER 1996

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52.219-01	SMALL BUSINESS PROGRAM REPRESENTATION	Oct-95	D-04	REPS. AND CERTS.	
52.219-02	EQUAL LOW BIDS	Oct-95	D-05	REPS. AND CERTS.	
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	Jul-96	F-01	SOCIOECON PROG REQS	FOR SMALL BUSINESS SET-ASIDES
52.219-08	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND	Oct-95	F-01	SOCIOECON PROG REQS	
52.219-09 ALT I	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL	Aug-96	F-02	SOCIOECON PROG REQS	
52.219-14	LIMITATIONS ON SUBCONTRACTING	Jan-91	H-03	CONSTR. CONTRACT REQS.	FOR SMALL BUSINESS SET-ASIDES
52.219-15	NOTICE OF PARTICIPTION BY ORGANIZATIONS FOR THE	Apr-91	D-05	REPS. AND CERTS.	CONTRACTS SET ASIDE FOR SBC'S
52.219-16	LIQUIDIATED DAMAGES--SUBCONTRACTING PLAN	Oct-95	F-03	SOCIOECON PROG REQS	
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FEDERAL ACQUISITION REGULATION AND
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REPRESENTATIONS AND CERTIFICATIONS

52.203-2

CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-9

REQUIREMENT FOR CERTIFICATE OF
PROCUREMENT INTEGRITY-MODIFICATION
(SEPT 1995)

(a) *Definitions.* The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) *Certification.* As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

(1) I, _____ [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ [contract and modification number].

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

52.203-11

**CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (APR 1991)
(For Contracts > \$100,000)**

*[Signature of the officer or employee responsible for the
modification proposal and date]*

*[Typed name of the officer or employee responsible for the
modification proposal]*

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. The certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Contractor. If a contractor decides to rely on a certification executed prior to suspension of Section 27, (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that Section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-3

TAXPAYER IDENTIFICATION (MAR 1994)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of

corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(d) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

52.204-5

WOMEN-OWNED BUSINESS

(OCT 1995)

(a) *Representation.* The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) *Definitions.*

"Women-owned business concern," as used in this provision, means a concern, which is at least 51 percent owned by one or more women; or in case of any publicly owned stock, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

52.209-5

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT, AND OTHER
RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ have, ☐ have not within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror ☐ has, ☐ has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN
THE JURISDICTION OF AN AGENCY OF THE UNITED**

STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.214-2

TYPE OF BUSINESS ORGANIZATION-SEALED BIDDING (JUL 1987)

The bidder, by checking the applicable box, represents that -

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ☐ an individual, ☐ partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country)

52.214-17

AFFILIATED BIDDERS (APR 1984)

(a) Business concerns are affiliates of each other when, either directly or indirectly, (1) one concern controls or has the power to control the other, or (2) a third party controls or has the power to control both.

(B) EACH BIDDER SHALL SUBMIT WITH ITS BID AN AFFIDAVIT STATING THAT IT HAS NO AFFILIATES, OR CONTAINING THE FOLLOWING INFORMATION:

(1) THE NAMES AND ADDRESSES OF ALL AFFILIATES OF THE BIDDER.

(2) THE NAMES AND ADDRESSES OF ALL PERSONS AND CONCERNS EXERCISING CONTROL OR OWNERSHIP OF THE BIDDER AND ANY OR ALL OF ITS AFFILIATES, AND WHETHER THEY EXERCISE SUCH CONTROL OR OWNERSHIP AS COMMON OFFICERS, DIRECTORS, STOCKHOLDERS HOLDING CONTROLLING INTEREST, OR OTHERWISE.

52.219-1

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1995)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1611-Highway and Street Construction.

(2) The small business size standard is 17 million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representation.* (1) The offeror represents and certifies as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offerer represented itself as a small business concern in block (b)(1) of this section). The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offerer represented itself as a small business concern in block (b)(1) of this section). The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(b) *Definitions.* *Small Business Concern*, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small Disadvantaged Business Concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publically owned business having at least 51 percent of its stock unconditionally owned by one or more socially or economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or native Hawaiian Organization, or a publically owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in case of any publically owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9 or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.219-2

EQUAL LOW BIDS (OCT 1995)
(See Continuation of SF 1442,
Block 2 for applicability)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder

wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision, and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-15

NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE HANDICAPPED (APR 1991)

(See Continuation of SF 1442,
Block 2 for applicability)

(a) *Definitions.*

"Handicapped individual" means a person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable.

"Public or private organization for the handicapped" means one (1) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (2) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (3) employs in the production of commodities and in the provision of services handicapped individuals for not less than 75 percent of the direct labor required for the production or provision of the commodities or services.

(b) *Certification.*

The Offeror certifies that it ☐ is, ☐ is not a public or private organization for the handicapped. An offeror certifying in the affirmative is eligible to participate in any resultant contract as if it were a small business concern.

(c) *Agreement.*

An Offeror certifying as a public or private organization for the handicapped agrees that at least 75 percent of the direct labor required in the performance of the contract will be performed by handicapped individuals.

52.219-19

**SMALL BUSINESS CONCERN REPRESENTATION FOR
THE SMALL BUSINESS COMPETITIVENESS
DEMONSTRATION PROGRAM (JUL 1991)**

(a) Definition

"Emerging small business", as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it ☐ is, ☐ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of employees Ave. annual gross revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,000 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

52.222-15

CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21

**CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):
**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
REQUIREMENT FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES.**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22

**PREVIOUS CONTRACTS AND COMPLIANCE
REPORTS (APR 1984)**

The offeror represents that -

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.223-1

**CLEAN AIR AND WATER CERTIFICATION
(APR 1984)**

(For Contracts > \$100,000)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-3 Alternate I (JUL 1995)

**HAZARDOUS MATERIAL IDENTIFICATION
AND MATERIAL SAFETY DATA (NOV 1991)**

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert <i>None</i>)	Identification No.
_____	_____
_____	_____
_____	_____

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinance, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous materials are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

52.223-4

RECOVERED MATERIAL CERTIFICATION (MAY 1995)

The offeror certifies, by signing this offer, that recovered materials, as defined in FAR 23.402, will be used as required by the applicable purchase descriptions.

52.223-5

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1995)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will-- no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

CERTIFICATION OF TOXIC CHEMICAL
RELEASE REPORTING. (OCT 1995)

(a) The offeror, by signing this offer, certifies that --

___ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently --

___ (I) Manufacture, process or otherwise use any toxic chemicals listed under section 313© of EPCRA, 42 U.S.C. 11023(c).

___ (ii) Have more than 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

___ (iii) Meet the reporting thresholds in toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

___ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

___ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive order 12969, August 8, 1995 (60 FR 40989-40992).

FEDERAL ACQUISITION REGULATION AND
TRANSPORTATION ACQUISITION REGULATION CLAUSES
INSTRUCTIONS TO BIDDERS

52.211-4

AVAILABILITY FOR EXAMINATION OF
SPECIFICATIONS NOT LISTED IN THE GSA
INDEX OF FEDERAL SPECIFICATIONS,
STANDARDS AND COMMERCIAL ITEM
DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

Federal Highway Administration
Eastern Federal Lands Highway
Division
21400 Ridgeway Circle
Sterling, Virginia 20166-6511

Telephone: 703-285-0006

Time(s) for viewing: 8 a.m. to 4
p.m.

52.214-1

SOLICITATION DEFINITIONS - SEALED
BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

52.214-3

AMENDMENTS TO INVITATIONS FOR BIDS
(DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

52.214-4

FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

52.214-5

SUBMISSION OF BIDS (JUL 1995)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(c) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(d) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6

EXPLANATION TO PROSPECTIVE BIDDERS
(APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

52.214-7

LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (AUG 1996)

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m., one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service- Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal

Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the Government processes resume.

52.214-9

FAILURE TO SUBMIT BID (JUL 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a bid and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

52.214-18

PREPARATION OF BIDS - CONSTRUCTION (APR 1984)

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit bid prices for one or more items on various bases, including-

- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

52.214-19

CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

52.222-23

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (APR 1984)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
7.0%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

ECONOMIC AREA

058 Lexington, KY:
Non-SMSA Counties:
KY Menifee, et.
al.....7.0%

52.228-1

BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be ___ percent of the bid price or \$_____, whichever is less. (SEE CONTINUATION OF SF 1442, BLOCK 13 FOR REQUIRED AMOUNTS.)

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.233-2**SERVICE OF PROTEST (OCT 1995)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Federal Highway Administration
Eastern Federal Lands Highway
Division
21400 Ridgetop Circle
Sterling, Virginia 20166-6511

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES SOCIOECONOMIC PROGRAM REQUIREMENTS

52.219-6

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
(JUL 1996)
(See Continuation of SF 1442,
Block 2 for applicability)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

52.219-8

UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED BUSINESS CONCERNS (OCT 1995)

(a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern - (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individuals found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) The term "small business concern owned and controlled by women" shall mean a small business concern (i) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (ii) whose management and daily business operations are controlled by one or more women; and

(e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concerns owned and controlled by women.

52.219-9 Alternate I (OCT 1995)

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)

(For Contracts > \$1,000,000)

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns, and with women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of -

(I) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(iv) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (I) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged, and women-owned business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as its small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (i.e., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (I) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, small disadvantaged, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (I) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(I) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (c) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (c) conferences and trade fairs to locate small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the programs's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small, small disadvantaged, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, small disadvantaged, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, and women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; *provided*, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(I) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

52.219-16

LIQUIDATED DAMAGES- SUBCONTRACTING PLAN (OCT 1995)

(For contracts > \$1,000,000)

(a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the

Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial products plans, i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan", the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.222-3

CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific

Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--(a)(1) The worker is paid or is in an approved work training program on a voluntary basis; (2) Representatives of local union central bodies or similar labor union organizations have been consulted; (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-4

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 1995)

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to

satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) *Payrolls and basic records.*

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

52.222-6

DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the

particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled *Apprentices and Trainees*. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore, only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30 day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for Determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the

Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7

WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

52.222-8

PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall

contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wages rates described in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(I) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form

WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9

APPRENTICES AND TRAINEES (FEB 1988)

(a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every

apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainees program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal Employment Opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, and 29 CFR Part 30.

52.222-10**COMPLIANCE WITH COPELAND ACT
REQUIREMENTS (FEB 1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11**SUBCONTRACTORS (LABOR STANDARDS)
(FEB 1988)**

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12**CONTRACT TERMINATION-DEBARMENT
(FEB 1988)**

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance With Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13**COMPLIANCE WITH DAVIS-BACON AND RELATED
ACTS REGULATIONS (FEB 1988)**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14**DISPUTES CONCERNING LABOR STANDARDS
(FEB 1988)**

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-26**EQUAL OPPORTUNITY (APR 1984)**

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27

AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984)

(a) *Definitions.* "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Director," as used in this clause, means Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority.

"Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means -

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the

geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly

include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) above.

(6) Disseminate the Contractor's equal employment policy by -

(I) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all onsite supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to

prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16), provided the Contractor -

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(I) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) above, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Director shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to -

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; *however*, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35

AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies)

will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause -

(1) Includes, but is not limited to, openings that occur in jobs categorized as -

- (I) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and
- (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) *General.*

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as -

- (I) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) *Listing openings.*

(1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (I) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) *Applicability.*

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) *Postings.*

(1) The Contractor agrees to post employment notices stating (I) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed

to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

52.222-36

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(a) *General.*

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as -

- (I) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ,

and advance in employment, qualified physically and mentally handicapped individuals.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

52.222-37

EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting for Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that the disclosure or refusal to provide information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

SUBPART 22.9--NONDISCRIMINATION BECAUSE OF AGE

22.901 Policy.

Executive Order 11141, February 12, 1964 (29 CFR 2477), states that the Government policy is as follows:

(a) Contractors and subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) Contractors and subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

(c) Agencies will bring this policy to the attention of contractors. The use of contract clauses is not required.

52.223-2

CLEAN AIR AND WATER (APR 1984)

(For contracts > \$100,000)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards," as used in this clause, means -

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with-

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA, determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees -

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

52.223-6

DRUG-FREE WORKPLACE (JUL 1990)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from

engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(I) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will--

(I) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the contracting officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;

(I) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

52.223-14

TOXIC CHEMICAL RELEASE REPORTING (OCT 1995)

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of the Emergency Planning and Community Right-to-Know of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract --

(1) Manufacturers, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) Meet the reporting threshold of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt --

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (I) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall -

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options) with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

52.225-5

BUY AMERICAN ACT - CONSTRUCTION MATERIALS (MAY 1992)

(FOR PROJECTS < \$6,500,000)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

"Construction materials," as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material," as used in this clause, means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(3) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract. (The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954, as amended, and Subpart 25.2 of the FAR).

52.225-15 (ALTERNATE 1)

BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT. (JAN 1996)

**(FOR CONTRACTS ≥ \$6,500,000,
BUT LESS THAN \$7,311,000)**

(a) Definitions. As used in the clause:

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction Materials" means an article, materials, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Designated country construction material," means a construction material that (a) is wholly the growth, product, or manufacture of a designated country (as defined at FAR 25.401), or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States; or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(3) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

"North American Free Trade Agreement (NAFTA) countries" means Canada or Mexico.

"NAFTA country construction material" means a construction material that (1) is wholly the growth, product, or manufacture of a NAFTA country; or (2) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic material. In addition, the North American Free Trade Agreement (NAFTA), provides that NAFTA construction materials are exempted from application of the Buy American Act.

(c) The Contractor agrees that only domestic construction materials or NAFTA country construction materials will be used by the Contractor, subcontractors, material men and suppliers in the performance of this contract, except for other foreign construction materials, if any, listed in this contract.

52.225-15

BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT. (JAN 1996)

(FOR CONTRACTS \geq \$7,311,000)

(a) Definitions. As used in the clause:

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction Materials" means an article, materials, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Designated country construction material," means a construction material that (a) is wholly the growth, product, or manufacture of a designated country (as defined at FAR 25.401), or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States; or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(3) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

"North American Free Trade Agreement (NAFTA) countries" means Canada or Mexico.

"NAFTA country construction material" means a construction material that (1) is wholly the growth, product, or manufacture of a NAFTA country; or (2) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic material. In addition, the Trade Agreements Act and the North American Free Trade Agreement (NAFTA), provide that designated country and NAFTA construction materials are exempted from application of the Buy American Act.

(c) The Contractor agrees that only domestic construction materials, NAFTA country construction materials or EU

construction materials will be used by the Contractor, subcontractors, material men and suppliers in the performance of this contract, except for other foreign construction materials, if any, listed in this contract.

ADDITIONAL PROVISION

False Statements Concerning Highway Projects

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal Highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the Contractor shall post the Notice, PR-1022, on each Federal Highway project in one or more places where it is readily available to all personnel concerned with the project.

MINIMUM WAGE SCHEDULE

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

February 22, 1991

GENERAL DECISION KY960026 03/15/96 KY26
General Decision Number KY960026

Superseded General Decision No. KY950026

State: Kentucky

Construction Type:
HEAVY
HIGHWAY

County(ies):

ADAIR	JACKSON	METCALFE
BARREN	JOHNSON	MONROE
BELL	KNOTT	MORGAN
BREATHITT	KNOX	OWSLEY
CASEY	LAUREL	PERRY
CLAY	LAWRENCE	PIKE
CLINTON	LEE	POWELL
CUMBERLAND	LESLIE	PULASKI
ESTILL	LETCHER	ROCKCASTLE
FLOYD	LINCOLN	RUSSELL
GARRARD	MAGOFFIN	TAYLOR
GREEN	MARTIN	WAYNE
HARLAN	MCCREARY	WHITLEY
HART	MENIFEE	WOLFE

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	03/15/1996

COUNTY(ies):

ADAIR	JACKSON	METCALFE
BARREN	JOHNSON	MONROE
BELL	KNOTT	MORGAN
BREATHITT	KNOX	OWSLEY
CASEY	LAUREL	PERRY
CLAY	LAWRENCE	PIKE
CLINTON	LEE	POWELL
CUMBERLAND	LESLIE	PULASKI
ESTILL	LETCHER	ROCKCASTLE
FLOYD	LINCOLN	RUSSELL
GARRARD	MAGOFFIN	TAYLOR
GREEN	MARTIN	WAYNE
HARLAN	MCCREARY	WHITLEY
HART	MENIFEE	WOLFE

ELEC0183D 06/01/1995

	Rates	Fringes
BELL, BREATHITT, CASEY, CLAY, ESTILL, GARRARD, HARLAN, JACKSON, KNOTT, KNOX, LAUREL, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MENIFEE, OWSLEY, PERRY, POWELL, PULASKI, ROCKCASTLE, WAYNE, WHITLEY & WOLFE COUNTIES:		
ELECTRICIANS	19.12	5.41

ELEC0317N 06/01/1994

	Rates	Fringes
FLOYD, JOHNSON, LAWRENCE, MAGOFFIN, MARTIN, MORGAN & PIKE COUNTIES:		
ELECTRICIANS	17.25	9.98
CABLE SPLICERS	18.11	10.00

ELEC0369K 06/01/1995

	Rates	Fringes
BARREN, GREEN, HART, METCALFE & TAYLOR COUNTIES:		
ELECTRICIANS	20.94	5.28

ELEC0429E 01/01/1994

	Rates	Fringes
ADAIR, CLINTON, CUMBERLAND, MONROE & RUSSELL COUNTIES:		
ELECTRICIANS	15.85	4.115

SUKY2001A 02/05/1996

	Rates	Fringes
BRICKLAYERS	17.10	3.30
CARPENTERS	16.35	4.80
CEMENT MASONS	16.20	4.05
IRONWORKERS:		
Structural	16.45	4.80
Reinforcing	16.25	4.80
LABORERS:		
GROUP 1	14.40	4.80
GROUP 2	14.65	4.80
GROUP 3	14.75	4.80
GROUP 4	14.80	4.80
GROUP 5	14.90	4.80
GROUP 6	14.95	4.80
GROUP 7	15.00	4.80
GROUP 8	15.35	4.80
GROUP 9	15.90	4.80
GROUP 10	16.00	4.80
GROUP 11	17.20	4.80

LABORER CLASSIFICATIONS

GROUP 1 - General; Flagperson; & Steam Jenny

GROUP 2 - Hand Blade Operator; Batch Truck Dumper; & Deck Hand or Scow Man

GROUP 3 - Power Driven Tool Operator of the following: Wagon Drill, Chain Saw, Jackhammer, Concrete Saw, Sand Blaster, Concrete Chipper, Pavement Breaker, Vibrator, Power Wheelbarrow & Power Buggy; Sewer Pipe Layer; Bottom Man; Dry Cement Handler; Concrete Rubber; & Mason Tender

GROUP 4 - Asphalt Lute & Rakerman; Side Rail Setter

GROUP 5 - Gunnite Nozzle Man; Gunnite Operator

GROUP 6 - Tunnel Laborer (Free Air)

GROUP 7 - Tunnel Mucker (Free Air)

GROUP 8 - Tunnel Miner, Blaster & Driller (Free Air)

GROUP 9 - Caisson Worker

GROUP 10 - Powderman

GROUP 11 - Drill Operator of Percussion Type Drills which are both powered & propelled by an independent air supply

	Rates	Fringes
PAINTERS	17.30	3.80
PILEDRIVERMEN	16.00	4.05
PLUMBERS & PIPEFITTERS	19.27	3.30
POWER EQUIPMENT OPERATORS:		
GROUP 1	17.75	4.80
GROUP 2	15.50	4.80
GROUP 3	15.85	4.80
GROUP 4	15.26	4.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Auto Patrol; Batcher Plant; Bituminous Paver; Cableway; Clamshell; Concrete Mixer (21 cu. ft. or over); Concrete Pump; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Engineer; Elevator (When used to hoist building materials); Elevating Grader; Loader; Hoe-Type Machine; Hoisting Engine; Locomotive; LeTourneau or Carry-all Scoop; Bulldozer; Mechanic; Orange-peel Bucket; Piledriver; Power Blade; Roller (Bituminous); Roller (Earth); Scarifier; Shovel; Tractor Shovel; Truck Crane; Well Points; Winch Truck; Push Dozer; Grout Pump; High Lift; Fork Lift; Boom Cat; Multiple Operator; Core Drill; Tow or Push Boat; A-Frame Winch Truck; Concrete Paver; Gradeall; Hoist; Hyster; Material Pump; Pumpcrete; Ross Carrier; Sheep Foot; Sideboom; Throttle-Valve Man; Rotary Drill; Power Generator; Mucking Machine; Rock Spreader, attached to equipment; Scoopmobile; KeCal Loader; Tower Crane (French, German & other types); Hydrocrane; Tugger; Backfiller; Gurry; Subgrader; Electric Vibrator Compactor; & Welder Burner

GROUP 2 - Air Compressor (200 cu. ft. per min. or greater capacity); Bituminous Mixer; Concrete Mixer (Under 21 cu.ft.); Welding Machine; Form Grader; Roller (Rock); Tractor (50 H.P. & Over); Bull Float; Finish Machine; Outboard Motor Boat; Flexplane; Fireperson; Boom Type Tamping Machine; Truck Crane Oiler; Switchman or Brakeman; Whirley Oiler; Self-propelled Compactor; Tractair & Road Widening Trencher

GROUP 3 - Greaser on Grease Facilities Servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Cement Gun; Conveyor; Mud Jack; Paving Joint Machine; Pump; Tamping Machine; Tractor (Under 50 H.P.); Vibrator; Oiler; Air Compressor (Under 200 cu. ft. per min. capacity); Concrete Saw; Burlap & Curing Machine; Hydro Seeder; Power Form Handling Equipment; Deckhand Oiler; & Hydraulic Post Driver

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	14.75	4.80
GROUP 2	14.85	4.80
GROUP 3	14.90	4.80
GROUP 4	14.95	4.80
GROUP 5	14.98	4.80
GROUP 6	15.00	4.80
GROUP 7	15.19	4.80
GROUP 8	15.76	4.80
GROUP 9	15.85	4.80

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Winch; A-Frame when used in transporting materials

GROUP 2 - Tandem Axle; Dump; Distributor; Semi-Trailer or Pole Trailer

GROUP 3 - Mixer

GROUP 4 - Truck Mechanic

GROUP 5 - 3 Tons & Under; Tire Changer

GROUP 6 - Pavement Breaker

GROUP 7 - Over 3 Tons; Truck Mounted Rotary Drill

GROUP 8 - Euclid & Other Heavy Earth Moving Equipment; Lowboy

GROUP 9 - Greaser on Greasing Facilities

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

END OF GENERAL DECISION

FEDERAL ACQUISITION REGULATION AND TRANSPORTATION ACQUISITION REGULATION CLAUSES GENERAL CONTRACT REQUIREMENTS

52.202-1 *Alternate I*

DEFINITIONS (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial Component" means any component that is a commercial item.

(c) Component means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-1

OFFICIALS NOT TO BENEFIT (APR 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

52.203-3

GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative -

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled -

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.203-5

COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

52.203-7**ANTI-KICKBACK PROCEDURES (JUL 1995)****(a) Definitions.**

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contract agency, the

head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (I) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(I) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-10**PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)**

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause. (b) The price or fee reduction referred to in paragraph (a) of this clause shall be-

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts-

(I) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may-

(I) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

52.203-12

LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (For contracts > \$100,000)

(a) *Definitions.*

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25, U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee

of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with any covered Federal action. "Local Government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(I) *Agency and legislative liaison by own employees.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(I)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(I)(A) of this clause are permitted under this clause.

(ii) *Professional and technical services.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation,

submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(I) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor

shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

52.204-4

**PRINTING/COPYING DOUBLE-SIDED
ON RECYCLED PAPER (JUNE 1996)**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offerer/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50% recovered material content of certain industrial by-products.

52.209-6

**PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL
1995)**

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is

debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

52.227-1

AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (I) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials,

supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold; however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

52.227-2

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

52.227-4

PATENT INDEMNITY - CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

52.228-2

ADDITIONAL BOND SECURITY (JUN 1996)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if -

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.

(d) The contract performance period is extended and an irrevocable letter of credit (ILC) is used as security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before the ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

52.228-11

PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(I) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners: whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.228-12

PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-90, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

52.228-15

PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION (SEP 1996)

(a) *Definitions.* As used in this clause--the contract or, for requirements contracts, the price payable for the estimated for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance Bonds (Standard Form 25):* (I) the penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) *Payment Bonds (Standard Form 25-A):*

(I) The penal amount of the payment bonds shall equal-

(A) 50 percent of the contract price if the contract price is not more than \$1 million;

(B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(c) \$2.5 million if the contract price is more than \$5 million.

(ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(I) of this clause.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision

of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the **Federal Register**, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20027.

52.229-2

NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(For projects in North Carolina only)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph

(c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form:

I hereby certify that during the period _____ to _____ [insert dates], _____ [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$ _____ (State) and \$ _____ (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by _____ [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

52.229-3

FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. (b) The contract price

includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.232-5

PAYMENTS UNDER FIXED - PRICE CONSTRUCTION CONTRACTS (APR 1989)

(a) The Government shall pay the Contractor the contract price as provided in this contract.

(b) The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if -

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(Name)

(Title)

(Date)

(d) If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in 31 U.S.C. 3903(c)(1)) equal to interest on the unearned amount from the date of receipt of the unearned amount until-

(I) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the

Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as -

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) above shall not apply to that portion of progress payments attributable to bond premiums.

(h) The Government shall pay the amount due the Contractor under this contract after -

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(I) Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

52.232-17

INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest

from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23

ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27

PROMPT PAYMENT FOR CONSTRUCTION
CONTRACTS (MAR 1994)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Invoice Payments.*

(1) For purposes of this clause, there are several types of invoice payments which may occur under this contract, as follows:

(I) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. However, if the designated billing office fails to annotate the payment request with the actual date of receipt, the payment due date shall be deemed to be the 14th day after the date the Contractor's payment request is dated, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. However, if the designated billing office fails to annotate the invoice with the date of actual receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) An invoice is the Contractor's bill or written request for payment under the contract for work or services performed under the contract. An invoice shall be prepared and submitted to the designated billing office. A proper invoice must include the items listed in subdivision (a)(2)(I) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause:

(I) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number of other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(I) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(3) An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(I) through (a)(3)(iii) of this clause are met, if applicable.

(I) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest

penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for efforts in calculating interest penalties, if requested by the Contractor.

(I) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the

terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first date after the end of the discount period through the date when the Contractor is paid.

(6) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor-

(I) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) *Contract Financing Payments.*

(1) For purposes of this clause, if applicable, "contract financing payments" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government, other than progress payments based on estimates of amount and value of work performed. Contract financing payments include advance payments and interim payments under cost-type contracts.

(2) If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [] (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, designated payment office is not compelled to make payment by the due date specified. For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) A payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt to the Contractor under the contract.

(2) An interest penalty clause obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(I) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligations to pay an interest penalty.

(3) A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of the clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) The clauses required by paragraph (c) of this clause shall not be constructed to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions which-

(1) Permit the Contractor of a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Permit the Contractor or subcontractor to make determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Permit such withholding without incurring any obligation to pay a late payment penalty if-

(I) A notice conforming to the standards of paragraph (g) of this clause has been previously furnished to the subcontractor, and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(I) of this clause has been furnished to the Contracting Officer.

(e) If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(I) Make such payment within -

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(I)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notify the Contracting Officer upon-

(I) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1), from the 8th day after receipt of the withheld amounts from the Government until-

(I) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(I) of this clause.

(f)(1) If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's

performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, then the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause-

(I) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(I) of this clause.

(2) As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying-

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(I) A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Except as provided in paragraph (I) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute

involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-28

ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Office or other Government official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institute or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

52.233-1 Alternate I (DEC 1991)

DISPUTES (OCT 1995)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) as amended.

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(I) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim-

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using-

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administration Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer, or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regards to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(I) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the

contract, and comply with any decision of the Contracting Officer.

52.233-3

PROTEST AFTER AWARD (OCT 1995)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR

33.102(b)(2), 33.104(h)(1), or 33.105(g)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.242-13

BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**FEDERAL ACQUISITION REGULATION AND
TRANSPORTATION ACQUISITION REGULATION CLAUSES
CONSTRUCTION CONTRACT REQUIREMENTS**

52.211-10

**COMMENCEMENT, PROSECUTION, AND
COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within (See SF 1442, block 11 for number of days) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (the date given in the Continuation of the SF 1442, block 11). The time stated for completion shall include final cleanup of the premises.

52.211-12

**LIQUIDATED DAMAGES - CONSTRUCTION
(APR 1984)**

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of (See subsection 108.04 of the FP-92 and/or Special Contract Requirements for amount) for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

52.211-18

**VARIATION IN ESTIMATED QUANTITY
(APR 1984)**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of

the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-26

**AUDIT AND RECORDS-SEALED BIDDING (OCT 1995)
(For contracts > \$500,000)**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) *Comptroller General.* In the case of pricing any modification, the Comptroller General of the United States, or any authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) *Availability.* The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.804-2(a)(1) for submission of cost and pricing data.

52.214-27

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 1995)

(For contracts > \$500,000)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost and pricing data at FAR 15.804-2(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.804-1 applies.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense-

(I) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(I) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if-

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if-

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

52.214-28**SUBCONTRACTOR COST OR PRICING DATA -
MODIFICATIONS--SEALED BIDDING (OCT 1995)**

(For contracts > \$500,000)

(a) The requirements of paragraphs (b) and (c) of this clause shall (1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost and pricing data at FAR 15.804-2(a)(1), and (2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost and pricing data at FAR 15.804-2(a)(1).

52.219-14**LIMITATIONS ON SUBCONTRACTING (JAN 1991)**
(See Continuation of SF 1442, Block 2 for applicability)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a regular dealer in such supplies)*. The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.236-1**PERFORMANCE OF WORK BY THE CONTRACTOR**

(APR 1984)

(See Continuation of SF 1442, Block 2 for applicability)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-2**DIFFERING SITE CONDITIONS (APR 1984)**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3**SITE INVESTIGATION AND CONDITIONS
AFFECTING THE WORK (APR 1984)**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-4**PHYSICAL DATA (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by (See Continuation of SF 1442, Block 9).

(b) Weather conditions: contact local office of National Weather Service, U.S. Department of Commerce.

(c) Transportation facilities: N/A

(d) Other information: See Continuation of SF 1442, Block 9.

52.236-5**MATERIAL AND WORKMANSHIP (APR 1984)**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6**SUPERINTENDENCE BY THE CONTRACTOR
(APR 1984)**

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7**PERMITS AND RESPONSIBILITIES (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8**OTHER CONTRACTS (APR 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9**PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10**OPERATIONS AND STORAGE AREAS (APR 1984)**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11**USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)**

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12**CLEANING UP (APR 1984)**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13**ACCIDENT PREVENTION (NOV 1991)**

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition, or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-15**SCHEDULES FOR CONSTRUCTION CONTRACTS****(APR 1984)**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-17**LAYOUT OF WORK (APR 1984)**

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.236-21**SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 1984)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(h) This clause shall be included in all subcontracts at any tier.

52.236-26**PRECONSTRUCTION CONFERENCE (FEB 1995)**

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.236-27

SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged by contacting:

**SEE CONTINUATION OF SF 1442,
BLOCK 9**

52.242-14

SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4

CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;

(3) In the Government-furnished facilities, equipment, materials, services, or site; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; *provided*, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) of this clause shall be allowed for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.245-2

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) *Government-furnished property.* (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as-is") will be delivered to the Contractor at the times stated in the

Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (I) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any -

(I) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) *Title in Government property.* (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when

the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(I) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or;

(c) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(I) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the Government -

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.246-12

INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not -

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (I) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(I) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.248-3 Alternate I

VALUE ENGINEERING - CONSTRUCTION (MAR 1989) (For contracts > \$100,000)

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) *Definitions.* "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (g) below).

"Value engineering change proposal (VECP)" means a proposal that -

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; *provided*, that it does not involve a change -

(I) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (I) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (g) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.* (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process

VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) *Sharing.* (1) *Rates.* The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment.* Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering - Construction clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under

the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-1

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)

(APR 1984)

(For Contracts < \$100,000)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

52.249-2 Alternate 1

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(For Contracts > \$100,000)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any

termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (I) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (I) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120 day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period.

However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of -

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including -

(I) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by

the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (d) or (k), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The

Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10

DEFAULT (FIXED-PRICE CONSTRUCTION)

(APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if -

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

1252.210-70

BRAND NAME OR EQUAL (OCT 1994)

(As used in this provision, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this solicitation have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is intended to indicate the quality and characteristics of products that will be satisfactory. Offers offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the offers and are determined by the Government to meet fully the salient characteristics requirements listed in the solicitation.

(b) Unless the offeror clearly indicates in its offer that it is offering an "equal" product, its offer shall be considered as offering the brand name product referenced in the solicitation.

(c) (1) If the offeror proposed to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the solicitation, or such product shall be otherwise clearly identified in the offer. The evaluation of the offers and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the offeror or identified in its offer as well as other information reasonably available to the contracting office.

CAUTION TO OFFERORS: The contracting office is not responsible for locating or securing any information which is not identified in the offer and reasonably available to the contracting office. Accordingly, to ensure that sufficient information is available, the offeror must furnish as part of its offer all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the contracting office to: (1) Determine whether the product offered meets the salient characteristics requirement of the solicitation, and (2) establish exactly what the offeror proposes to furnish and what the Government would be binding itself to acquire by making award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the contracting office.

(d) If the offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, it shall: (1) Include in its offer a clear description of such proposed modifications, and (2) clearly mark any descriptive material to show the proposed modifications.

(e) Modifications to make a product conform to a brand name product referenced in the solicitation and proposed after the time for receipt of offers, will not be considered.

USE OF RECOVERED MATERIALS ON FEDERAL LANDS HIGHWAY PROJECTS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation Act (RCRA) of 1976, as amended (42 U.S.C. 6901 *et seq.*), requires Federal, State, and local procuring agencies using appropriated Federal funds to purchase items composed of the highest percentage of recovered materials practical. Use of recovered materials is strongly encouraged on Federal Lands Highway Projects. Highway construction items covered by the Environmental Protection Agency's *Comprehensive Guidelines for Procurement of Products Containing Recovered Materials* including fly ash, ground granulated blast furnace slag, traffic barriers, traffic cones, hydraulic mulch and compost for mulch.

Use of fly ash and ground granulated blast furnace slag and construction materials containing fly ash and ground granulated blast furnace slag on Federal Lands Highway Projects:

- It is the policy of the United States Government that fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag shall have maximum practicable opportunity for incorporation into its construction projects.
- The Contractor agrees to investigate the use of fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag to the fullest extent consistent with the efficient performance of this contract. Both the Contractor and the subcontractors are urged to seek out suppliers of fly ash, and ground granulated blast furnace slag, cement and concrete containing fly ash and ground granulated blast furnace slag and to solicit bids for these materials.
- Names of firms that supply fly ash and ground granulated blast furnace slag and materials containing fly ash and ground granulated blast furnace slag are available from the American Coal Ash Association and National Slag Association.

FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

SPECIAL CONTRACT REQUIREMENTS
KENTUCKY FOREST HIGHWAY
PROJECT PFH 103-2(1)

The following Special Contract Requirements amend and supplement the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-92, U.S. Department of Transportation, Federal Highway Administration.

Section 101.--TERMS, FORMAT, AND DEFINITIONS

101.01. Amend as follows:

Delete the last paragraph.

101.03. Add the following:

KTC - Kentucky Transportation Cabinet

Section 102.--BID, AWARD, AND EXECUTION OF CONTRACT

102.04. Supplement as follows:

Furnish documentary evidence as to the ownership and value of the assets pledged in support of the bond and details of the security interest in the assets by the individual sureties for the apparent low bidder within 10 business days after the opening of bids. Failure to submit evidence within the time required will be grounds for declaring the surety unacceptable.

In addition, the CO may, after reviewing the Affidavit of Individual Surety and documentary information on the security interest and the assets pledged, by certified mail to the surety's business or residence address (as shown on the bond), request the surety to provide further information and/or documents with respect to any of the documents provided. The CO may require such information to be furnished under oath. Failure of the surety to accept such mail, or failure of the surety to respond with the requested information or documents within 7 business days of receipt of the request, will be cause for rejection of the surety.

102.06. Supplement as follows:

Submit the documentary evidence for individual sureties at the same time as the Affidavit of Individual Surety and security interest in assets pledged. A Contractor submitting an unacceptable individual surety in satisfaction of a performance or payment bond before the issuance of the Notice to Proceed will be permitted one opportunity to substitute an acceptable surety or sureties within 7 business days of receipt of notification that the surety is unacceptable.

The Government's right to direct the substitution of sureties to ensure the continuing acceptability of the bonds during the performance of the Contract according to FAR Clause 52.228-2, Additional Bond Security, is not restricted.

Section 104.--CONTROL OF WORK

104.03(b). Amend as follows:

Furnish drawings bearing the seal and signature of a professional engineer licensed in the State in which the structure is located.

Section 105.--CONTROL OF MATERIAL

105.01. Supplement as follows:

If any material is to be excavated from any material source outside the construction limits, other than commercially operated sites, before work begins provide a certification from the State Historic Preservation Officer stating (1) that a cultural resource survey (a survey for historical sites and archeological remains) has been performed at the proposed site, and (2) that no significant cultural resources exist in the area that will be disturbed by the Contractor.

Section 107.--LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01. Supplement as follows:

Permits such as the following may be required for this project:

1. Water Quality Permit
2. Burn Permit
3. Hazardous Waste Permit
4. Disposal Permit or Agreement

This list of permits may not be all inclusive of those required for construction. Confirm and acquire the permits and agreements required based on the proposed methods and manner of performance. No time or damages, including impact damages, will be allowed for failure to obtain necessary permits or agreements. Provide copies of these permits and agreements upon request.

107.02. Supplement as follows:

There is an existing archeological site between 2008+00 and 2010+75 Rt. Protect the site in accordance with Sections 157 and 635. No posts may be installed within the limits of the archeological site.

Section 108.--PROSECUTION AND PROGRESS

108.01. Supplement as follows:

Construction operations are limited as follows:

No work will be permitted on Sundays or on National legal holidays

Hauling will only be permitted from the nearest point of public access to the work site. Minimize hauling over completed pavement.

Begin paving operations at the furthest location from the asphalt plant and proceed towards the plant.

Limitations of operations for temporary traffic control are specified in Subsection 156.06.

Perform work during daylight hours due to the possible presence of gray bats, a federally listed endangered species, in the area. Gray bats are active during the night.

Complete, as a minimum, the following work items during the stages indicated:

Stage I

Complete the following contract work after issuance of the "Notice To Proceed":

- Set up Stage I traffic control signs and devices.
- Set up Stage I temporary erosion control devices.
- Remove fence and reset or salvage as indicated in plans.
- Construct new bridge.

Stage II

Complete the following contract work:

- Set up Stage II traffic control signs and devices.
- Continue erosion control plus add Stage II erosion control devices.
- Construct bridge approach work, including excavation, embankment, mechanically placed rock embankment, aggregate base, surface course, and start guardwalls

Under Stage II, complete the specified work using a total roadway closure (see Traffic Control Plans). A maximum of 40 consecutive calendar days is allowed for total roadway closure. The road can not be closed between Labor Day and Thanksgiving.

Stage III

Complete the following contract work:

- Set up Stage III traffic control signs and devices.
- Continue erosion control plus add Stage III erosion control devices.
- Remove old bridge.
- Complete roadway items.

108.02. Supplement as follows:

Notify the CO in writing of any and all subcontracts at any tier entered into, notified of, or otherwise becomes aware of. Insert the above requirement in all subcontracts and require the subcontractors to include this requirement in any lower tier subcontract.

The CO will not recognize any claim submitted on behalf of a subcontractor at any tier "arising under or related to" the Contract in accordance with the FAR Clause 52.233-1, Disputes, unless the subcontractor has been identified to the CO in writing before the performance of the work by that subcontractor.

DBE/WBE Subcontracting Compensation Clause

A. General. Monetary compensation and a Contract time extension is available for awarding subcontracts to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) as defined by FAR Clause 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns; and to women-owned businesses (WBE) as defined by FAR Clause 52.219-13, Utilization of Women-Owned Small Businesses.

It is intended that the compensation and Contract time extension be used to locate, train, utilize, assist, and develop DBE/WBE's to become fully qualified subcontractors in highway construction and related fields. Provide direct assistance and consultation to the DBE/WBE in acquiring necessary bonding, obtaining price quotations, analyzing plans and specifications, and planning and management of work. However, in providing this assistance, do not supplant the DBE/WBE's primary responsibility for its own actions and management decisions. Maintain records documenting assistance to the DBE/WBE, and make them available for the CO's review upon request.

For purposes of this provision, a small business concern will be considered a DBE or WBE after it has been certified as such, either by the U.S. Small Business Administration or any State's Department of Transportation. Certification by other Federal, State, or local Government agencies will be accepted, provided their certification criteria are equivalent to those in this provision. In lieu of this certification requirement, the Government will consider an application for an ad hoc certification based on (1) a written self-certification provided by the DBE/WBE subcontractor, (2) acceptable documentation as to the ownership and control of the company which supports the self-certification, and (3) documentation showing the disposition of any previous application for certification the subcontractor has made to any Federal, State, or local Government agency. An ad hoc certification will not be granted to a firm which has been denied DBE or WBE certification by any Government agency unless the reasons for that denial have been resolved.

B. Threshold. To be eligible for compensation and a Contract time extension subcontract not less than 10% of the original contract amount to DBE/WBE subcontractors. The DBE/WBE subcontractor must perform a commercially useful function which is a part of the requirements of the prime Contract. Provide in the DBE/WBE subcontract that the DBE/WBE be compensated for the work of the subcontract in a manner which is consistent with customary industry practice, or with the manner in which the work is paid for by the Government. Generally, for onsite work this means the DBE/WBE must be compensated based on the quantity of work accomplished, rather than the labor, equipment, and resources necessary to accomplish that work.

The following types and values of DBE/WBE subcontracts will be used to determine if the threshold requirement is met:

- Onsite subcontracts for work managed and supervised by the DBE/WBE.

The full value of these subcontracts will be counted, except that the value of lower tier subcontracts to non-DBE/WBE's for onsite work must be for work incidental to, and necessary for the accomplishment of the DBE/WBE subcontract, and may not exceed 50% of the value of the DBE/WBE subcontract.

- Supply and other subcontracts to regular DBE/WBE businesses.

The full value of materials supply, hauling, equipment rental, and offsite subcontracts to DBE/WBE's will be counted provided the DBE/WBE has expertise and resources to perform this or similar work, and regularly does so.

C. Compensation. Upon achievement of the minimum DBE/WBE subcontracting threshold, the Contractor will be eligible for compensation at the rate of 10% of the qualifying portion of all eligible DBE/WBE subcontracts. The qualifying portion of each DBE/WBE subcontract, which may be less than the amount computed in **B.** above to determine compliance with the minimum threshold, will be determined as follows:

- Subcontracts for work managed and supervised by the DBE/WBE, and performed predominantly onsite:

The qualifying portion of each subcontract is the net final amount paid to the DBE/WBE by the prime contractor for the subcontracted work, less the final value of all lower tier onsite and materials supply subcontracts to non-DBE/WBE's.

- Materials supply, equipment rental, offsite, and other subcontracts to DBE/WBE's other than onsite subcontracts described above:

There is no qualifying portion for these subcontracts.

Total compensation under this provision may not exceed \$50,000 if only one DBE/WBE subcontract is awarded, or \$100,000 if more than one DBE/WBE subcontract is awarded.

D. Contract Time. The period of Contract time for this Contract will be increased in the same ratio that the combined qualifying portions of all DBE/WBE subcontracts awarded by the Contractor bears to the original Contract amount, not to exceed 10% of the original period of Contract time.

E. Documentation. If a determination of eligibility and payment under this provision is requested, furnish acceptable evidence of each DBE/WBE's certification; copies of each executed, complete subcontract; and supporting documentation showing computation of qualifying portions of all subcontracts and anticipated compensation computed in accordance with this provision.

Upon completion of the subcontract work, furnish a certified statement as to the final amount paid to each DBE/WBE subcontractor, with supporting documentation showing final computations and requested payments computed in accordance with this provision.

After a determination of eligibility, payment will be made as follows:

- Fifty percent (50%) of the anticipated compensation associated with each DBE/WBE subcontract will be paid when the DBE/WBE subcontractor commences work on the project.
- The remainder of the compensation, based on the final subcontract amounts and computations, will be paid when the DBE/WBE subcontractor has satisfactorily completed all subcontract work, and the required documentation is submitted.

This payment will be full compensation for locating, selecting, training, assisting, and developing the DBE/WBE subcontractors; for maintaining supporting records; and for taking all other actions necessary to comply with this DBE/WBE subcontracting provision.

The DBE/WBE subcontracting clause will not relieve the Contractor of responsibility under the Contract for successful completion of the work.

Section 109.--MEASUREMENT AND PAYMENT

109.06(b). Amend as follows:

Delete the first paragraph and substitute the following:

(b) Overhead, profit, and markup. For equitable adjustments exceeding the threshold in FAR Subpart 15.8, overhead and other cost items are subject to FAR requirements, including requirements for certified cost or pricing data, whether percentages are more or less than those shown in Table 109-1. When, for any equitable adjustment, overhead, profit, and markup percentages are requested in excess of those percentages shown in Table 109-1, provide cost and pricing data or other acceptable documentation to support and justify the percentages. Percentages shall not exceed those shown in Table 109-1, unless a higher percentage entitlement is documented, confirmed by audit, or is otherwise reasonable as determined by the CO. When work is priced on an actual cost basis (see (c) below), the profit factor will be based on the efficiency and economy of the Contractor in performing the work, and may not exceed 10 percent.

109.06. Add the following after Subsection 109.06(b):

(c) Cost Evaluation. When adjustments are priced on an actual cost basis, after all or most of the work is complete, all proposed costs, overhead, profit, and markups included in (a) and (b) above will, at the option of the CO, be subject to a post work evaluation for reasonableness and accuracy as determined by the CO. The CO may make adjustments to proposed costs, overhead, profit, and markups which are deemed to be unreasonable or not to accurately reflect the Contractor's actual costs.

109.07. Delete Subsection 109.07 Force Account Work in its entirety

109.09. Supplement as follows:

The closing date for progress payments will be the 10th of each month. Include work performed after the closing date in the following month's invoice.

The designated billing office is:

Federal Highway Administration
Eastern Federal Lands Highway Division
Loudoun Tech Center
21400 Ridgeway Circle
Room 200
Sterling, Virginia 20166-6511

109.09(g). Supplement as follows:

Add the following adjustment:

- (6) DBE Subcontracting compensation payments.

Section 152.--CONSTRUCTION SURVEY AND STAKING

152.03. Amend as follows:

Delete paragraphs (j) and (k).

152.03. Supplement as follows:

(l) Miscellaneous Survey and Staking. Add the following:

- (6) Excavation limits for various drainage and other pertinent items.
- (7) Traffic control (both permanent and temporary) signs, signals, markings, delineators, etc.
- (8) Guardwall staking.

Section 154.--CONTRACTOR SAMPLING AND TESTING

154.02. Supplement as follows:

Deliver the Government's portion of the split sample in a container suitable for shipment. Label all samples with the following information:

Project No. _____
 Source of Material: _____
 Item No. _____
 Sample No. _____
 Date Sampled: _____
 Time Sampled: _____
 Location Sample Taken: _____
 Sampled By: _____
 Witnessed By: _____
 Type of Test Required: _____

154.03. Supplement as follows:

Furnish test results to the CO immediately after completing the test. The requirements for furnishing test results do not include sample aging or curing time; therefore, reporting times will be extended accordingly.

In situ - Perform tests identified as "insitu" on the sample in its final location. Furnish results of insitu tests within one working day following the test.

On Site - Perform tests identified as "on site" using a private or commercial laboratory at or near the project site. Furnish results of on site tests within one (1) working day after obtaining the sample.

Optional Location - Perform tests identified as "optional" using a private jobsite or offsite central laboratory or in a commercial laboratory. Furnish results of optional tests within ten (10) working days after obtaining the sample.

Submit proposals for using alternate AASHTO or State approved test methods in writing for approval. Alternate methods may be allowed based on documented equivalence to the method specified.

Sampling and testing requirements and frequencies will be listed in the applicable Section.

154.04. Supplement as follows:

Report test results on forms containing all sample information required by Subsection 154.02. Label clearly all interim measurements used to determine the result(s). Attach work sheets used to determine test values to the test result forms when submitted.

Section 156.--PUBLIC TRAFFIC

156.03. Delete the first paragraph and substitute the following:

Accommodate traffic through work zones according to the traffic control plan and the MUTCD. Submit alternate traffic control proposals, according to Subsection 104.03, 30 calendar days before intended use.

156.03. Supplement as follows:

Notify CO at least 14 days prior to construction stage changes.

156.06(d). Amend as follows:

During single lane closures, provide minimum lane widths of 9.0 feet.

156.06(e). Supplement as follows:

An overflow parking field east of the project site may be used for the staging and the Project Engineer's Field Office. The portion of the field not used for staging must be left available for public parking. Electrical service is available. Restore the staging area to its original condition after completion of the project.

156.07. Delete second paragraph and substitute the following:

No night time operations are permitted.

156.08. Amend as follows:

The traffic and safety supervisor may be the superintendent.

Section 157.--SOIL EROSION CONTROL

157.02. Add the following:

Geotextile, Type IX 714.01

157.04. Add the following after 157.04(i):

(j) If the existing archeological site, between Stations 2008+00 and 2010+75 (right), is used for a stabilized construction entrance, first obtain approval from the CO. After obtaining CO approval, place geotextile, Type IX, over the affected area and cover with a 6-inch (150 mm) course of aggregate, grading AASHTO M-43, size #3. Enclose the remainder of the archeological site with temporary fence (orange plastic). Remove and dispose of the fencing, geotextile, and aggregate prior to project final acceptance. Remove the aggregate with equipment no heavier than 10 tons. Remove the last inch (25 mm) of aggregate and geotextile by hand.

If the archeological site is not used for a stabilized construction entrance, enclose the referenced area with an temporary fence (orange plastic), conforming to Section 635.

No posts may be installed within the limits of the archeological site.

157.15. Supplement as follows:

Stabilized construction entrances will be measured by the each. No separate measurement will be made for aggregate or geotextile, Type IX, for the stabilized construction entrance.

Temporary fence (orange plastic) will be measured under Section 635.

157.16. Supplement as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
15720 Stabilized construction entrance - - - - -	Each

Section 203.--REMOVAL OF STRUCTURES AND OBSTRUCTIONS

203.01 Supplement as follows:

The work includes the complete removal of the existing bridge over Gladie Creek, including the abutments, bents, and superstructure.

203.03 Supplement as follows:

Salvage the steel beams, which support the deck of the existing bridge, for removal from the site by the KTC. Exercise care in the removal of the bridge deck to avoid damaging the beams. Notify the CO in writing at least 10 calendar days prior to starting bridge removal.

203.04. Supplement as follows:

When removing the timber bents, cut the timber columns off at least two feet (0.6 m) below the mud line.

Remove and dispose of all members of the existing bridge, except for the steel beams to be salvaged.

203.04. Supplement as follows:

Construct structurally adequate debris shields and/or falsework to prevent debris falling from the work areas into the stream below the bridge.

Submit a removal plan to the CO for review and approval.

203.05. Amend as follows:

Dispose all material designated for removal, and not reused or salvaged, legally off Government property.

203.08. Add the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
20301J Removal of bridge--timber bridge - - - - -	Each

Section 204.--EXCAVATION AND EMBANKMENT

204.14. Supplement as follows:

Dispose of all unsuitable or excess material, including rock and boulders that cannot be used in embankments, legally off Government property.

204.16 Supplement as follows:

Roadway excavation will include asphalt pavement.

204.15. Supplement as follows:

Perform the following tests which are designated for minimum mandatory Contractor testing according to Subsections 154.02 and 154.03:

MINIMUM MANDATORY TESTING

<u>Material</u>	<u>Test</u>	<u>Location</u>	<u>Frequency</u>	<u>Notes</u>
Borrow or Embankment	Classification - AASHTO M 145 (All Required Tests)	On Site	1 per soil type but not less than 1 per 10,000 cubic yards (7,650 m ³)	Required only if specific classification requirements are included in the contract
	Proctor - AASHTO T 99 Method C	On Site	1 per soil type but not less than 1 per 10,000 cubic yards (7,650 m ³)	Required prior to compaction tests
	Compaction - AASHTO T 191, T 204, T 205, or T 238 and T 239. AASHTO T 224 as required.	Insitu	1 per 2,000 cubic yards (1,530 m ³)	May be waived for rock embankments with the concurrence of the CO
Subgrade, Select Topping, and Backfill of Structures	Classification - AASHTO M 145 (All Required Tests)	On Site	1 per soil type but not less than 1 per 2,000 cubic yards (1,530 m ³)	Required only if specific classification requirements are included in the contract
	Proctor - AASHTO T 99 Method C	On Site	1 per soil type but not less than 1 per 2,000 cubic yards (1,530 m ³)	Required before compaction tests
	Compaction - AASHTO T 191, T 204, T 205, or T 238 and T 239. AASHTO T 224 as required.	Insitu	1 per 500 cubic yards (380 m ³)**	

** At culverts, not less than one per installation or one per 2 feet (0.6 m) of culvert height. At abutments, not less than one per 3 feet (0.9 m) of vertical embankment.

**Section 208.--STRUCTURE EXCAVATION AND BACKFILL FOR
SELECTED MAJOR STRUCTURES**

208.06. Supplement as follows:

Construct cofferdams to enable the construction of the portions of the Pier 1 wall and the Pier 2 wall which are below the water table.

Construct sediment traps, or other approved water filtration systems, to separate sediment from water removed during dewatering operations.

208.13. Supplement as follows:

No separate measurement will be made for sediment traps or other water filtration systems required for the coffer dams.

208.14. Amend as follows:

Work described in paragraphs (a) and (b) will be measured under Subsection 109.06.

Section 252.--SPECIAL ROCK EMBANKMENT

252.03. Supplement as follows:

Excavate in 25 ft. (7.5 m) longitudinal sections to avoid stability problems.

Place larger rocks at the bottom. Construct the embankment at least two courses thick. Flush face of the rock with topsoil to a 4-inch (100 mm) depth and seed according to Section 625.

Section 301.--UNTREATED AGGREGATE COURSES

301.03. Supplement as follows:

If an alternate State gradation is produced as provided in Subsection 703.05, notify the CO in writing. The target values with respect to the State gradation will be the midpoint of the allowable State specification band. The allowable deviation (D) will be one-half the State specification band width.

301.03. Amend as follows:

Delete the second paragraph.

301.08. Amend as follows:

Aggregate will be evaluated and accepted under Subsection 106.04. The aggregate will be tested for acceptance on samples taken from its final location immediately prior to compaction. Obtain and test three samples in accordance with AASHTO T 27 and T 11. The CO will determine sampling locations.

Section 305.--AGGREGATE-TOPSOIL COURSE

305.04. Amend as follows:

Furnish a blended mixture consisting of 50% \pm 10% aggregate and 50% \pm 10% topsoil.

Section 401.--HOT ASPHALT CONCRETE PAVEMENT

401.02. Supplement as follows:

Furnish asphalt cement of viscosity grade AC-20.

401.03. Supplement as follows:

Select one of three options for the asphalt concrete mixture:

1. Aggregate quality, gradation, and asphalt mixture characteristics conforming to the requirements of the FP-92, as modified herein.
2. Aggregate gradation only conforming to the requirements as specified in the current edition of the Standard Specifications for Construction of Roads and Bridges of the State Highway Department, the gradation of which is shown as an optional grading in Section 703.--AGGREGATES, and the aggregate quality and asphalt mixture characteristics conforming to the requirements of the FP-92, as modified herein.
3. Aggregate quality, gradation, and asphalt mixture characteristics conforming to the requirements as specified in the current edition of the Standard Specifications for Construction of Roads and Bridges of the State Highway Department for the optional gradings shown in Section 703.--AGGREGATES.

The following applies to Option Nos. 1 and 2:

The asphalt mixture shall meet design parameters b-1 through 5, c-2 or d-1, and e, of Table 401-1 for the specified mix Class and the requirements of Table 401-2.

Submit the following for all mixtures:

1. Recent asphalt quality test reports (AASHTO M 226, Table 2).
2. Aggregate quality test reports (dated within 1 year of the date of intended use).
3. Mixture design values, including Marshall design work sheets, curve plots, maximum density determinations according to AASHTO T 209, bulk specific gravity determinations, voids calculations, and related information and data. Test a minimum of three samples at a minimum of three asphalt contents - optimum and $\pm 0.5\%$.
4. The temperature of the mix as discharged from the plant, and the location of the mixing plant.

Submit all required samples for the design mixes to the EFLHD Central Laboratory in Sevierville, Tennessee. Allow a minimum of 21 calendar days for testing of materials and evaluation of each job-mix formula after receipt of all materials and information at the EFLHD Central Laboratory. Costs for additional job-mix evaluations will be charged to the Contractor by a line item deduction from the payment estimate. The amount will be the total cost of performing the tests as determined by the EFLHD's published laboratory price list plus approximate overtime charges.

The following applies to Option No. 3:

Submit a job-mix formula which is currently approved before beginning the work and has been tested by the State within a year of the date of intended use. Include documentation from a State highway official certifying that it is an approved State mix.

Submit the following items for all mixtures:

1. Recent asphalt quality test reports (AASHTO M 226, Table 2).
2. Aggregate quality test reports (dated within 1 year of the date of intended use).
3. Mixture design values, including Marshall design work sheets, curve plots, maximum density determinations according to AASHTO T 209, bulk specific gravity determinations, voids calculations, and related information and data. Test a minimum of three samples at a minimum of three asphalt contents - optimum and $\pm 0.5\%$.
4. Test results from the Root-Tunnicliff procedure (ASTM D 4867), immersion-compression test (AASHTO T 165 and T 167) or other suitable procedure indicating that the mixture has adequate resistance to moisture damage ("stripping"). An approved antistrip additive may be required.
5. The temperature of the mix as discharged from the plant and the location of the mixing plant.

Do not submit samples for evaluation.

The following applies to Option Nos. 1, 2, and 3:

401.12. Delete the subsection.

401.13. Supplement as follows:

In curve widened areas, place the surface pavement joint midway between the pavement edges.

Place final wearing surface after completion of all lane reconstruction work.

401.16. Amend as follows:

Determine pavement smoothness according to 401.16(b) and (c).

401.18. Amend as follows:

Hot asphalt concrete pavement, asphalt content, aggregate gradation, density, and pavement smoothness will be accepted under Subsection 106.04.

For (d) pavement smoothness, see Subsection 401.16.

401.18. Supplement as follows:

For (a) asphalt content and (b) aggregate gradation, take acceptance samples from the hauling vehicle at the project site or from the roadway immediately behind the paver at locations designated by the CO before breakdown rolling. Test the samples according to AASHTO T 164, Method E, (using methylene chloride or an approved biodegradable solvent) and AASHTO T 30, and give the results to the CO. Test one sample per 500 tons (450,000 kg) with a minimum of one test for each production day. If reclaimed asphalt pavement (RAP) is used in the approved mix design, the asphalt content and gradation specification limits will be those as described in Subsection 403.06.

For density (c) cut a minimum of six cores at random locations selected by the CO. The mean core density shall be a minimum of 93 percent of the maximum density determined according to AASHTO T 209.

401.20. Delete in its entirety and add the following:

The accepted quantities measured as provided above will be paid at the contract price per unit of measurement for the pay items listed below that is shown in the bid schedule. Payments will be full compensation for the work prescribed in this section.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
40101 Hot asphalt concrete pavement, class __, grading __ -----	-Ton

Section 552.--STRUCTURAL CONCRETE

552.01. Supplement as follows:

This work also consists of constructing reinforced concrete approach slabs.

552.02 Supplement as follows:

Epoxy resin	725.21
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552.03. Supplement as follows:

Construct approach slabs in accordance with the requirements of this Section and with applicable provisions of Section 304 and Section 501 concerning subgrade and base preparation.

Use Type I or II portland cement in all concrete.

Provide Class A(AE) and Class D(AE) concrete with a minimum 28-day compressive strength of 4,000 psi.

552.03. Amend Table 552-1 as follows:

Delete note (c) and substitute the following:

- (c) A concrete that requires a water reducing and retarding admixture conforming to AASHTO M 194, Type D.

552.03. Add the following to item (t):

Include the proposed range of air content for concrete to be incorporated into the work. Describe the methods by which air content will be monitored and controlled. Provide acceptable documentation that the slump and compressive strength of the concrete are within specified limits throughout the full range of proposed air content. In the absence of such documentation, the maximum air content shall be 10 percent.

552.09(b)(3). Add the following:

Reject all concrete with an air content less than, or in excess of the range permitted by the approved mix design. If the approved mix design does not include a maximum air content, use a maximum allowable value of 10 percent.

Provide for compressive strength testing of the concrete cylinders by an independent laboratory, qualified to perform the testing, and as approved by the CO.

552.12 Supplement as follows:

For construction joints in bridge deck slabs, sandblast the face of the previously placed slab section to expose the coarse aggregate. Protect the epoxy coating on the reinforcement from damage by the sandblasting. Before placing the adjoining concrete, coat the face of the previously placed slab section with Type II epoxy resin binder. After the newly placed concrete has set, form a V-groove along the top of the joint by sandblasting to a depth of at least 1/4 inch (6 mm) and seal the joint with Type III, Grade 1 (low viscosity) epoxy.

552.14(c)(1). Delete the first sentence and substitute the following:

Provide an approved machine designed specifically for sawing grooves in concrete.

552.15. Amend as follows:

Cure the top surfaces of bridge decks using the liquid membrane curing compound method, combined with either the water method or the waterproof cover method. Apply liquid membrane curing compound immediately after finishing. Apply a water cure within 4 hours after finishing.

552.19. Amend as follows:

The maximum pay factor for structural concrete compressive strength will be 1.0.

552.20. Supplement as follows:

Structural concrete for approach slabs will be measured by the square yard, top surface measurement.

Reinforcing steel will be measured under Section 554, except for reinforcing steel in approach slabs and drilled shafts.

552.21. Add the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
55207 Structural concrete, class ____ for <u>(description)</u> -----	Square yard

Section 554.--REINFORCING STEEL

554.03. Supplement as follows:

On reinforcing steel order lists use the same respective bar marks for labeling as shown on the plans.

554.05. Amend the second paragraph to refer to ACI 318 instead of ACI 315.

Section 555.--STEEL STRUCTURES

555.01. Supplement as follows:

This work includes furnishing and installing cast iron bridge scuppers.

555.02. Add the following:

Bridge scuppers	717.04(c)
Elastomeric expansion joint seals	712.01(h)
Locking rails	717.17
Expansion dams	717.18
Scuppers	717.19

555.21 and 555.22. Amend as follows:

Bridge expansion joints will be measured by the linear foot.

Bridge scupper assemblies will be measured by the each and will include the downspout pipe and bracket.

555.22. Add the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
55502 Bridge Expansion Joints - - - - -	Linear foot
55504 Bridge Scuppers - - - - -	-Each

Section 564.--BEARING DEVICES

564.02. Supplement as follows:

Stainless Steel Sheet for sliding surface	717.11(j)
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564.03(b). Supplement as follows:

The stainless steel sheet for expansion bearings shall be continuously welded to the sole plate. Bonding or mechanically fastening the stainless steel to the sole plate will not be allowed.

564.07 Supplement the first paragraph as follows:

The TFE sheet shall be acid-etched on the bonded side and polished on the side facing the stainless steel to insure a low coefficient of friction.

564.07 Amend Table 564-1 to say that the Friction Coefficient for Filled TFE under a Bearing Pressure of 500 psi is 0.10 instead of 0.12.

564.12. Supplement as follows:

Payment for bearing devices will be full compensation for all bearing components including sole plates, masonry plates, anchor bolts, elastomeric pads, TFE sheet, and stainless steel sheet, and all labor required to fabricate and install the bearing devices.

Section 565.---DRILLED SHAFTS

565.06 Delete the fourth paragraph and substitute the following:

If it is determined in the field that the shaft must be drilled deeper than planned, provide the same reinforcement for the extended portion of the shaft as is provided for the planned portion.

565.09 Delete the first sentence of the second paragraph.

565.09. Supplement as follows:

Reinforcing steel in drilled shafts or anchored in drilled shafts will not be measured.

Section 619.--FENCES, GATES, AND CATTLE GUARDS

619.08. Supplement as follows:

Remove and reset fence will be measured by the linear foot.

619.09. Add the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
61907 Remove and reset <u>(description)</u>	----- -Linear foot
61908 Remove and reset <u>(description)</u>	----- -Each

Section 620. --STONE MASONRY

620.01. Supplement as follows:

Use Class A masonry with a medium pointed finish for all stone masonry. Rake all joints except top of wall joints.

620.02. Add the following material:

Plastic pipe 706.08(e)

620.03. Delete the first paragraph.

620.05. Delete the first paragraph and substitute the following:

Pointing and Raking. Rake the mortar joints to a depth of ½ in. (13 mm) on the front, back and side of all walls. Crown the mortar in the joints on the top surfaces slightly at the center of the masonry to provide drainage.

620.06. Supplement as follows:

Stone masonry coursing will be uncoursed ledgerrock pattern.

620.06. Amend the second sentence of the second paragraph as follows:

Do not extend the beds in an unbroken line through more than 5 stones and joints through more than 3 stones.

620.06(c) Delete and substitute the following:

Use a 1-piece capstone for the full width of the guardwall for at least 25% of the total length. Use a 2-piece capstone with the joint within 4 in.(100 mm) of the guardwall center for the remaining length. Place the capstone so as to avoid a pattern. Capstones will vary in length between 18 and 42 in. (450 and 1050 mm) and shall be class A masonry with a medium pointed finish..

620.06.(e) Supplement as follows:

Form weep holes using plastic pipe.

620.09 Delete this subsection and substitute the following:

Guardwall. Use Class A masonry with a medium pointed finish for all stone masonry. Rake all joints except top of wall joints.

Construct 20 ft.(6 m) of the beginning of one end of one of the proposed guardwalls to demonstrate an ability to meet the requirements of this Section. The location of this first 20 ft.(6 m) section of guardwall will be as selected by the contractor and approved by the CO, based on an appropriate location which will allow early construction of the sample section and preclude damage or interference of this work with other construction activities of the project. Do not proceed with any other stone work on this project until the sample section of wall is complete and approved by the CO.

Construct the guardwall true and uniform along its length with no stone projecting more than 1.5 in. (38 mm) beyond the neat line. Make mortar beds and joints between 1 and 2 in. (25 and 50 mm) thick. Rake all joints and beds, except those on the top of walls, to a depth of 1 in. (25 mm). The top joint (between capstones) will be slightly crowned.

Use a 1-piece capstone for the full width of the guardwall for at least 25% of the total length. Use a 2-piece capstone with the joint within 4 in. (100 mm) Of the guardwall center for the remaining length. Place the capstone so as to avoid a pattern. Capstones will vary in length between 18 and 42 in. (450 and 1050 mm) and shall be class A masonry with a medium pointed finish.

620.11. Supplement as follows:

Stone masonry on stone masonry guardwall, including terminal sections, will be measured by the cubic yard.

Concrete for corewall of stone masonry guardwall will be measured under Section 601.

Section 625.--TURF ESTABLISHMENT

625.02 Supplement as follows:

Use fertilizer conforming to the following minimum requirements:

Total nitrogen	10%
Available phosphoric acid	10%
Water-soluble potash	10%

Use straw or hay mulch.

Do not use herbicides.

625.03 through 625.08 Supplement as follows:

Seeding seasons and rates of application of materials are as follows:

Shoulder and Ditches

<u>Item</u>	<u>Rate</u>	
Agricultural Limestone (85 percent CaCO_3)	3,000 lbs/acre(3360 kg/ha)	
Fertilizer	700 lbs/acre(785 kg/ha)	
<u>Name of Seed</u>	(April 1 to Sept. 30)	(Oct. 1 to March 31)
Clover white	20 lbs/acre(22 kg/ha)	20 lbs/acre (22 kg/ha)
Fescue, chewings	10 lbs/acre(11 kg/ha)	10 lbs/acre (11 kg/ha)
Fescue, Kentucky 31, tall	20 lbs/acre(22 kg/ha)	20 lbs/acre (22 kg/ha)
Cereal rye	N/A	80 lbs/acre (90 kg/ha)
TOTAL	50 lbs/acre(56 kg/ha)	130 lbs/acre(146 kg/ha)

<u>Mulch</u>	<u>Rate</u>
Straw or Hay	Approx. 5,000 lbs/acre(5600 kg/ha) 1 inch(25mm) to 2 inch(50mm) mat

Hold the mulch (straw or hay) in place with emulsified asphalt at the rate of approximately 200 gal/acre(1870 l/ha), or with other approved tacking materials.

<u>Cut Slopes:</u>	<u>Rate</u>
Agricultural Limestone (85 percent CaCO_3)	4,500 lbs/acre(5000 kg/ha)
Fertilizer	700 lbs/acre(785 kg/ha)
<u>Name of Seed</u>	<u>Rates and Seeding Seasons</u> (All times)
Fescue, Kentucky 31, tall	50 lbs/acre(56 kg/ha)
Crown vetch	10 lbs/acre(11 kg/ha)
TOTAL	60 lbs/acre(67 kg/ha)

Apply supplemental applications of seed, fertilizer, or agricultural limestone as shown in the plans or as directed by the CO.

Moisten seeded and mulched areas before seeding and maintain the moisture until 10 days after germination, as directed by the CO.

Section 635.--TEMPORARY TRAFFIC CONTROL

635.05 and 635.15. Supplement as follows:

Furnish Type III or IV retroreflective sheeting material for barricades and vertical panels.

635.06 and 635.08. Supplement as follows:

Furnish Type III, IV, or VI retroreflective sheeting material for cones and drums.

635.07. Amend as follows:

Furnish Type II retroreflective sheeting material for sign panels.

635.11. Supplement as follows:

Mount flexible plastic 6-inch by 6-inch (150 mm by 150 mm) delineators with Type III or IV retroreflective sheeting to the top of concrete barriers. Furnish white sheeting when the delineator is to the right of traffic and yellow when to the left.

635.15. Add the following after Subsection 635.15:

635.15H. Temporary fence (orange plastic). Install fence as shown on the drawings or as directed by the CO. Use fence material conforming to Section 710. Secure the fence to the post using 3 wire ties. At the completion of the project, remove temporary fence (orange plastic) and dispose of legally off Government property.

635.17. Supplement as follows:

Temporary fence (orange plastic) will be measured by the linear foot.

635.18. Amend as follows:

Progress payments for traffic control devices will be made as follows:

1. Fifty percent (50%) of the unit bid price for each item will be paid upon installation.
2. Twenty-five percent (25%) of the unit bid price will be paid at fifty percent (50%) completion.
3. The remaining twenty-five percent (25%) of the unit bid price will be paid upon completion of the project.

Progress payments for items measured by the hour will be paid at 100% of the unit bid price when ordered by the CO.

635.18. Add the following pay item:

<u>Pay Item</u>	<u>Pay Unit</u>
63532 Temporary fence (orange plastic) - - - - -	-Linear Foot

Section 637.--FACILITIES AND SERVICES

637.02. Supplement as follows:

An overflow parking field east of the project site can be used for staging and the Project Engineers Field Office. Only a portion of the field can be used and the portion used must be repaired afterward. There is an electric line running through the field. The portion of the field not used for staging must be left available for parking.

637.03. Supplement as follows:

Pay utility bills (water and electricity) promptly for all facilities.

637.03(a) and Tables 637-1 and 637-2. Supplement as follows:

Provide a drinking water cooler and furnish drinking water for the cooler for the duration of the project.

Divide the field office into three areas by permanent walls with hinged doors. If window air conditioning is provided, provide a separate unit for each room.

Clean field office weekly to the approval of the CO.

Section 702.--BITUMINOUS MATERIAL

702.01. Amend as follows:

Asphalt cements, including asphalt cements with antistripping additives and binder blends with hot recycled mixtures, shall conform to AASHTO M 226, Table 2.

Section 703.--AGGREGATE

703.05(a). Amend as follows:

Delete the coarse and fine durability indexes, paragraphs (4) and (5).

703.05(c). Supplement as follows:

Material shall have a minimum California Bearing Ratio of 70% as determined by AASHTO T 193 at 95% of maximum density in accordance with AASHTO T 180 (Method D).

At the option of the Contractor, the gradation only of the aggregate base may conform to the requirements of Section 805.-COARSE AGGREGATES, Subsection 805.04.03, Aggregates for Compacted Bases for Dense Graded Aggregate and Gravel for Base, as shown in Table I, Sizes of Coarse Aggregates, as specified in the 1994 Edition of the Standard Specifications for Road and Bridge Construction of the Kentucky Transportation Cabinet, Department of Highways, which are as follows:

<u>Sieve Designation</u>	<u>Percentage by Weight Passing</u>		
	<u>DGA</u>	<u>Gravel Base</u>	<u>Crushed Stone Base</u>
2 1/2 inch	-	-	100
2 inch	-	100	-
1 1/2 inch	-	-	90-100
1 inch	100	-	-
3/4 inch	70-100	-	60-95
3/8 inch	50-80	-	30-70
No. 4	30-65	25-65	15-55
No. 10	17-50	-	-
No. 30	10-40	-	5-20
No. 40	-	6-30	-
No. 100	-	5-20	-
No. 200	2-10	-	0-8

703.07. Amend as follows:

Delete (a)(4) and (b)(1) regarding durability index.

The Contractor may propose Target Value Job-Mix gradations for the Grading D aggregates for hot asphalt concrete pavement which conform to Section 401-BITUMINOUS PLANT MIXED PAVEMENTS-GENERAL "Surface" mixtures of Subsection 401.02.01 of the 1994 Edition of the Standard Specifications for Road and Bridge Construction, State of Kentucky, which are stated below.

<u>Sieve Designation</u>	<u>Surface (Opt. Grading D)</u>	<u>Allowable Deviation</u>
1/2 inch	100	-
3/8 inch	80-100	+6
No. 4	55-80	+6
No. 8	35-60	+6
No. 16	20-45	+4
No. 30	10-32	+4
No. 50	5-21	+3
No. 100	3-14	+3
No. 200	2-7	+2

Section 705.--ROCK

705.03. Delete the first and second paragraph and subsection 705.03(a) and substitute the following:

Rock for Masonry Structures. For new stone masonry for parapets, bridge pier, and abutment walls and guardwalls use a tan colored Tennessee Quartzite or stone that is similar in color, character, and texture. Submit samples of all stone to the CO for approval prior to ordering or starting any stone work. Use stones of rectangular shape. Use stone consisting of fifty percent from 4 in. to 7 in. (100 to 175 mm) in height with random lengths of 10 in. to 18 in. (250 to 450 mm), and fifty percent from 6 in. to 10 in. (150 to 250 mm) in height with random lengths of 10 in. to 30 in. (250 to 750 mm), with varying sizes to ensure a random pattern. Use stone that is free of cracks and spalls.

Use Class A masonry with a medium pointed finish for all stone masonry.

Minimum depth (normal to thickness) of all rock will be 6 in. (150 mm). The maximum depth (normal to thickness) of all rock will be 7 in. (175 mm).

Color of rock will be a mix of light tans and browns. No pink colors will be permitted.

705.04. Amend as follows:

Furnish rock matches the required gradation for riprap, class 4.

Section 710.--FENCE AND GUARDRAIL

Add the following after Subsection 710.10:

710.11 Temporary Fence (orange plastic). Furnish plastic noncorrosive fence fabricated from polyethylene (HDPE) and UV stabilized for outdoor weathering. Conform to the following:

- | | |
|-------------------|---------------------------------|
| (a) Height | 4-feet(1.2m) minimum |
| (b) Mesh openings | 1-inch by 3-inch (25mm by 75mm) |
| (c) Color | International orange |

Use a conventional metal "T" or "U" post spaced every 4 to 8 feet (1.2 to 2.4m) apart.

Section 712.---JOINT MATERIAL

712.01 Supplement as follows:

712.01(h). **Elastomeric Expansion Joint Seals.** Furnish synthetic, non-wicking, fabric-reinforced, neoprene elastomeric expansion joint seals. Furnish neoprene elastomer conforming to ASTM D 2000 and the following:

Neoprene Strip Seal Properties

<u>Physical Property</u>	<u>ASTM Test Method</u>	<u>Requirement</u>
Hardness, Durometer A	D 2240	60±10
Tensile Strength	D 412	13.8 MPa (2.0 ksi) min
Elongation at Break	D 412	250% min.
Low Temperature	D 746	Not Brittle at -55°C (-67°F)
Weather Resistant	D 1171	No Cracks
Ozone Cracking	D 1149	No Cracks
100 PPHM 70 hours @ 38°C (100 F), 20% strain		
Water Resistance	D 471	3% max. volume swell
Compression Set 70 hours @ 100°C (212 F)	D 395, Method B	40% max.

712.05. Supplement as follows:

Mortar shall be non-staining and shall have a dark brown color.

Section 713.--ROADSIDE IMPROVEMENT MATERIAL

713.07 (d) Delete and substitute the following:

Use Miramat 2400 manufactured by Nicolon-Mirafi Group (800-234-0484), Enkamat 7010 manufactured by AKZO Noble Geosynthetic Co. (704-665-5050), TRM C-60 manufactured by Contech (513-425-2165), or an approved equal.

Section 717.-- STRUCTURAL METAL

717.11(j). Amend as follows:

Stainless steel mating surfaces shall conform to ASTM A 240, Type 304. The face of the stainless steel in contact with the TFE shall be polished to a bright mirror finish of no more than 10 microinches root mean square. The minimum thickness of the stainless steel sheet shall be 16 gauge.

Add the following after Subsection 717.16:

717.17. **Locking rails.** Locking rails for expansion dams shall be ASTM A 588 steel.

717.18. **Expansion dams.** Bridge expansion dams shall be the "strip seal" type with movement capacity and size of locking rails and anchorage as shown on the plans. Acceptable systems include but are not limited to the following:

1. Onflex 40SS Strip Seal with Type K-K Rail: Structural Accessories, Inc.
(203) 589-8826
2. Wabo SE-400 Strip Seal with Type M Rail: Watson, Bowman, Acme, Inc.
(716) 691-7566
3. Steelflex L2 Strip Seal with Type SSCM Rail: The D.S. Brown Company
(419) 257-3561
4. CEVA S 400 Strip Seal with Type W Rail: E-Poxy Industries, Inc.
(518) 756-6193

717.19. **Scuppers.** Bridge scuppers shall be ductile iron castings. Acceptable alternates include the following:

1. Model No. 3930: Neenah Foundry Company (414) 725-7000
2. Model No. 5843: East Jordan Iron Works (800) 874-4100

Section 725.--MISCELLANEOUS MATERIAL

725.21. Supplement as follows:

Furnish a two component epoxy resin binder mixed together at the site as prescribed by the manufacturer. The pot life of the epoxy, mixing period, maximum time lapse between mixing and application, and the curing period are all dependent on the temperature, humidity, and wind conditions, and the proprietary product being used.

Package epoxy components in containers that are clearly marked with a warning of the hazards involved in handling the material.

Obtain technical assistance from the manufacturer of the epoxy binder and follow the manufacturer's recommendations concerning proper use and installation. Submit the product proposed for use, manufacturer's name, and data concerning composition and application for approval before use on the project.

PERMITS OBTAINED FOR THIS PROJECT

The following is an excerpt from the Department of the Army, U.S. Army Engineer District, Louisville, Corps of Engineers, letter to the FHWA dated December 8, 1994:

Based on the submitted data, your proposal is authorized under the provisions of 33 CFR 330 Appendix A, Part B, Nationwide Permit (NWP) No. 14, titled Road Crossing, provided the work is done in compliance with the enclosed NWP General Conditions, Section 404 only conditions, and the following criteria are met:

- a. The width of the fill is limited to the minimum necessary for the actual crossing.
- b. The fill placed in "waters of the United States" is limited to a fill area of no more than 1/3 acre. Furthermore, no more than a total of 200 linear feet of the fill for the roadway can occur in special aquatic sites, including wetlands.
- c. The crossing is culverted, bridged, or otherwise designed to prevent the restriction of, and to withstand expected high flows; and to prevent the restriction of low flows and the movement of aquatic organisms.
- d. The crossing including all attendant features, both temporary and permanent, is part of a single and complete project for crossing of a "water of the United States."

Please note, for fills in special aquatic sites, including wetlands, the permittee must notify the District Engineer in accordance with the "Notification" general condition as outlined in 33 CFR Section 330 Appendix A, Part C (13), prior to construction. The notification must also include a delineation of special aquatic sites, including wetlands.

**Special Conditions
Nationwide 14 - Road Crossing
Kentucky**

The following conditions must be followed in the commonwealth of Kentucky in order to qualify for a waiver of Water Quality Certification under Section 401 of the Clean Water Act.

1. No discharge into, and causing or resulting in the loss of or adverse impact (impoundment, excavation or drainage) to, 1 acre or more of wetlands.
2. No discharges into the 200 linear feet or more of any stream or bank (below Ordinary High Water) depicted as an intermittent or solid blue line on a U.S.G.S. 7.5 minute (1:24,000) topographic map.

If these conditions can be followed no further action is required on your part. However, if you cannot follow these conditions you will need to submit an application with the Kentucky Division of Water to obtain the necessary Water Quality Certification of waiver thereof. This agency can be contacted by writing or calling (502) 564-3410.

September 24, 1996
CONTBOOK\DBE1.LST

Disadvantaged Business Enterprises
on
Federal Highway Administration
Eastern Federal Lands Highway Division's
Contractor's Mailing List

Note: Bidders are advised that the following list represents information as volunteered by the listed firms on the Standard Form 129 "Solicitation Mailing List Application," and does not imply precertification as to type of firm or qualifications to perform the stated work.

Contractors

Type of Work

A. G. Gaston Construction
Company, Inc.
P. O. Box 697
Birmingham, Alabama 35201
Telephone: 205-328-0376

Landscaping, utility relocation

A. T. Conley Welding and
Contracting Company, Inc.
3501 Montgomery Street
St. Louis, Missouri 63106
Telephone: 314-533-1446

Guardrails, fencing

Acushnet Power Lines, Inc.
58 Perry Hill Road
Acushnet, Massachusetts 02743
Telephone: 508-998-3060

Signing, guardrail, fencing, lighting,
utility relocation

Anibal Diaz Construction
RR #2, Box 1766
Rio Piedras, Puerto Rico
Telephone: 809-761-3710

Bridges, grading, paving, signing,
guardrail, fencing, traffic markings,
lighting and traffic signals, seeding,
landscaping, utility relocations

B. J. Furbush
955 South Columbus Street, # 609
Arlington, Virginia 22204-3448
Telephone: 703-379-0687

Paving, grading, traffic markings,
seeding, landscaping

Bell Construction Company, Inc.
2501 Corner Rock Road
Midlothian, Virginia 23113-2204
Telephone: 804-378-2865

Paving, grading, signing, guardrail,
fencing, traffic markings, seeding
landscaping, utility relocations.

Betancourt & Gonzales, S.E.
Apartado 695
Hato Rey, Puerto Rico 00919
Telephone: 809-753-7933

Bridges, paving, grading, signing,
guardrail, fencing, traffic markings,
lighting, landscaping, utility relocation

Brackins Landscaping, Inc.
3620 Singing Pines Road
Pigeon Forge, Tennessee 37868
Telephone: 615-453-9823

Seeding - Hydro., landscaping, erosion control

The Brothers Signal Co., Inc.
P. O. Box 1880
Leesburg, Virginia 22075
Telephone: 703-777-5901

Lighting, traffic signals

Buenos Aires Construction, Inc.
P. O. Box 2957
Washington, D.C. 20013
Telephone: 202-269-6622

Paving, grading, guardrail

Buffington & Smith Contracting Co.
3803 Holly Springs Road
Gillsville, Georgia 30543
Telephone: 404-536-4795

Paving, fencing, seeding, landscaping

Business Dynamics
7828 Rutledge Pike
Knoxville, Tennessee 37914
Telephone: 615-546-7245

Bridges, paving, grading, tunnels, guardrail, fencing, traffic markings, seeding, landscaping

C. G. Harris Construction Company
P.O. Box 15239
Richmond, Virginia 23227
Telephone: 804-266-4099

Bridges, paving, grading, fencing, traffic markings, seeding, l

C & F Construction Co.
2250 South Dakota Avenue, N.E.
Washington, DC 20018
Telephone: 202-269-6694

Paving

Calhoun Construction Co., Inc.
3007 South Dakota Avenue
Washington, DC 20018
Telephone: 202-529-2250

Bridges, Tunnels

Capitol Contractors, Inc.
5135 Frolich Lane
Tuxedo, MD 20781
Telephone: 301-341-9106

Paving, grading, guardrail, fencing, traffic markings, lighting and traffic signals, seeding, landscaping, utility relocations

Cervantes & Associates, P. C.
10400 Eaton Place, Suite 210
Fairfax, Virginia 22030
Telephone: 703-691-4114

Bridges, paving, grading, tunnels, utility relocation

Cherokee Enterprises, Inc.
P. O. Box 471
Cherokee, North Carolina 28719
Telephone: 704-497-5617

Paving, grading

Choice Construction Co., Inc.
3494 Lee Road, No. 205
Cleveland, Ohio 44120-3629

Bridges, paving, grading, tunnels,
guardrail, fencing, traffic markings,
seeding, landscaping, utility relocations

Colom Construction Co, Inc.
P.O. Box 414
Ripley, Mississippi 3866
Telephone: 601-837-3474

Bridges, paving, grading, guardrail,
seeding, landscaping, utility relocations

Concrete Specialists
2924 Kimmeridge Drive
East Point, Georgia 30344
Telephone: 404-662-6751

Bridges, paving, grading, seeding,
landscaping, utility relocation

Construcciones Jose Carro, S.E.
P. O. Box 508
Coto Laurel, Puerto Rico 00644
Telephone: 809-844-2070

Bridges, grading, tunnels, utility
relocation

Cosmopolitan Contractors, Inc.
12221 Popes Head Road
Fairfax, Virginia 22030

Bridges, paving, grading, fencing,
seeding, landscaping, utility
relocations

C-Q Construction Corp.
1191 Chestnut Street
Newton Upper Falls,
Massachusetts 02164
Telephone: 617-332-9309

Bridges, paving, grading, signing,
fencing, seeding, landscaping, utility
relocations

Craft-Century Construction, Inc.
8636 Lyndon Avenue
Detroit, Michigan 48238
Telephone: 313-491-0711

Bridges, paving, grading, signing,
guardrails, fencing, traffic markings,
seeding, landscaping

Curry Contracting Company, Inc.
1895 Phoenix Blvd.
Suite 245
College Park, Georgia 30349
Telephone: 404-994-1735

Bridges, paving, grading

D'Signs
625 Carlisle Drive
Herndon, Virginia 22070
Telephone: 703-478-2253

Signing, lighting

D. C. Construction Company
P. O. Box 994
Lanham, Maryland 20703
Telephone: 301-459-6104

Grading, fencing

Delma Construction Company, Inc.
1208 Wyatt Street
Bronx, New York 10460
Telephone: 212-828-7272

Bridges, paving, grading, tunnels,
excavation

DJK Construction Company, Inc.
P. O. Box 70
Camden, Tennessee 38320
Telephone: 901-584-3656

Bridges, grading, concrete structures

DPS Industries, Inc.
3052 Miller Road
Lithonia, Georgia 30058
Telephone: 404-981-2806

Paving, grading, tunnels, utility relocation

Eastern Homebuilders & Developers
52-60 Berkshire Avenue
Springfield, Massachusetts 01109
Telephone: 413-733-6544

Bridges, paving, grading, signing, guardrail, fencing, traffic marking, lighting, landscaping

The Eagle Corporation
7315 Wisconsin Avenue
Suite 440 West
Bethesda, Maryland 20814-3202
Telephone: 301-961-8644

Paving, grading, signing, guardrail, fencing, traffic markings, seeding, landscaping

Eddie Randolph Construction Co., Inc.
P. O. Box 8127
Nashville, Tennessee 37207
Telephone: 615-226-1005

Bridges, paving, grading, tunnels, fencing, seeding, landscaping, utility relocation

Ellas Construction Company, Inc.
8801 Lake Shore Drive
Gary, Indiana 46403
Telephone: 219-938-0860

Bridges, grading, paving, utility relocation

Ernie's Construction, Inc.
1181 Main Street
Brockton, Massachusetts 02401
Telephone: 617-588-6543

Paving

Espina Stone Company
8550 Lee Highway, Suite 625
Fairfax, Virginia 22031
Telephone: 703-560-0600

Bridges, asphalt paving, tunnels, stone masonry, grading

Faith Construction, Inc.
1155 W Street, N.E.
Washington, D. C. 20018
Telephone: 202-832-0666

Paving

Farm Service, Inc.
17319 Livingston Road
Accokeek, Maryland 20607
Telephone: 301-283-2573

Grading, seeding, landscaping

G & L Contractor
P. O. Box 4963
Memphis, Tennessee 38104
Telephone: 901-452-2043

Paving, grading, signing, guardrail, fencing, landscaping

GECO Enterprises, Inc.
P. O. Box 463
London, Kentucky 40743-0463
Telephone: 606-864-8814

Bridges, paving, grading, tunnels,
signing, guardrail, utility relocation,
fencing

Geotek Engineering Company, Inc.
8321 Oak Ridge Highway
Knoxville, Tennessee 37931
Telephone: 615-833-3800

Bridges, grading, paving, tunnels,
drilling

Golden Eagle Construction Company,
Inc.
3219 12th Street, N.E.
Washington, D.C. 20017-4004
Telephone: 202-832-0222

Paving, grading.

H. E. Harrison Construction Company
112 East Clay Street, Suite 101
Richmond, Virginia 23241
Telephone: 804-780-1666

Paving, guardrail

H. J. Sockbenson Builders, Inc.
1670 Broadway
Bangor, Maine 04401
Telephone: 207-947-4163

Bridges, paving, grading, tunnels,
signing, guardrail, fencing, traffic
markings, seeding, landscaping, utility
relocation

H. K. Enterprises, Inc.
559 Irwin Avenue
Spartanburg, South Carolina 29301
Telephone: 803-585-9383

Paving, guardrail, fencing, seeding,
landscaping

Herring Paving
1417 West 10th Street
Riviera Beach, Florida 33404
Telephone: 407-848-7926

Asphalt paving, resurfacing, seal
coating, striping, drainage

Highlights Corporation
825 B Hammonds Ferry Road
Linthicum, Maryland 21090
Telephone: 301-636-9930

Bridges, tunnels, utility relocation

Hill & Jack Construction Corporation
6108 Old Silver Hill Road, Suite 200
Forestville, Maryland 20747-2150
Telephone: 301-736-1093

Bridges, paving, grading, seeding,
tunnels, signing, landscaping, traffic
markings, guardrail, fencing, lighting,
traffic signals, utility relocation

Indian Head Construction Company
Route 1, Box 176A
Shannon, North Carolina 28386
Telephone: 919-843-5392

Paving, grading, tunnels, seeding,
landscaping, utility relocation, clearing
and grubbing

J.J. & Sons Enterprise, Inc.
3316 Olivet Church Road
Paducah, Kentucky 42001

Seeding, Landscaping

J. Shaw Construction, Inc.
5533 Livingston Road
Oxon Hill, Maryland 20745
Telephone: 301-839-0101

Signing, fencing, lighting

James W. Collins & Associates, Inc.
5455 Third Street, N.E.
Washington, D. C. 20011
Telephone: 202-636-8580

Seeding, landscaping

Jones and Jones Contractors, Inc.
1314 5th Avenue North, Suite 100
Nashville, Tennessee 37208-1637
Telephone: 615-247-5107

Bridges, grading, paving, traffic markings

Katmai Inc.
9661 Wellington Road
Manassas, Virginia 22110
Telephone: 703-368-5609

Grading, landscaping, utility relocation

D.W. Kidd Construction Co.
P.O. Box 914
Mt. Juliet, Tennessee 37122
Telephone: 615-256-2024

Bridges, paving, grading, utility relocation

K. L. Brown Construction, Inc.
P. O. Box 1024
Stevensville, Maryland 21666
Telephone: 301-643-3575

Construction surveying, bridges, paving, grading, tunnels, guard rail, fencing, utility relocation

L & L Construction Associates, Inc.
9440 Pennsylvania, Suite 310
Upper Marlboro, Maryland 20772
Telephone: 301-868-5300

Bridges, grading, paving, utility relocation, pre-cast sound/retaining walls and box culverts

L. W. Kline & Sons, Inc.
Route 2, Box 123
Ironton, Ohio 45638
Telephone: 614-532-0870

Grading, seeding, utility relocation

Lanier Construction Company, Inc.
Route 2, Box 252-AA
Snow Hill, North Carolina 28580
Telephone: 919-747-8124

Paving, grading, seeding, landscaping, utility relocation, pipe installations, curb and gutter

Larami-Clarke, Inc.
P. O. Box 5037
Poughkeepsie, New York 12602-5037

Paving, grading, utility relocation

Lee Washington, Inc.
4609 Polk Street, N.E.
Washington, D.C. 20019
Telephone: 202-399-7200

Grading, paving, fencing, guardrail, landscaping, clearing, excavation, demolition

Lord & Company, Inc.
9113 Church Street, Suite 200
Manassas, Virginia 22110
Telephone: 703-368-3530

Bridges, tunnels, signing

Lorton Contracting Company
7764 Armstead Road, Suite 220
Lorton, Virginia 22079
Telephone: 703-550-9755

Bridges

Lewis Construction, Inc.
Route 642, P.O. Box 43
New River, Virginia 24129
Telephone: 703-639-2348

Bridges, grading, guardrail, fencing,
utility relocation.

Mazza Construction Systems
International, Inc.
140 Main Street, Suite 220
Charlestown, Massachusetts 02129
Telephone: 617-561-7845

Reinforced concrete structures, tunnels

MEB Engineering, Inc.
8146 Braniff
Houston, Texas 77061
Telephone: 713-644-0120
Mid-Atlantic Steel Contractors, Inc.
4253 Montgomery Road
Ellicott City, Maryland 21043
Telephone: 301-621-5373

Bridges, paving, grading, tunnels,
guardrail, fencing, traffic markings,
landscaping, utility relocations.

Bridges, signing, guardrail, fencing

Modern Electric Service, Inc.
1236 California Avenue
Cincinnati, Ohio 45237

Lighting and traffic signals

MTI Construction Company
6029 Dix Street, N.E.
Washington, D.C. 20019
Telephone: 202-396-2800

Paving, grading, landscaping, utility
relocation, signing, guardrail, fencing,
traffic markings, lighting, traffic signals,
seeding

Nazario Construction of
Washington DC
2001 Fairview Ave., NE
Washington, DC 20002
Telephone: 202-832-2777

Bridges, paving, grading, tunnels

New South Contractors, Inc.
76 Martha Circle
Lebanon, Tennessee 37087
Telephone: 615-444-8395

Grading, highway shoulder drains,
median underdrains

NXL Construction Company, Inc.
7818 Little Ridge Court
Chesterfield, Virginia 23832
Telephone: 804-745-0541

Bridges

Oakland Contracting, Inc.
P. O. Box 727
Ironton, Ohio 45638
Telephone: 614-532-0870

Grading, seeding, utility relocation

Orlando Sabugo
P. O. Box 5655
College Station
Mayaguez, Puerto Rico 00709
Telephone: 809-265-3100

Fencing, utility relocation

The P.J. Casanave Land Clearing
Company, Inc.
2716 Sonic Drive, Suite 101
Virginia Beach, Virginia 23456
Telephone: 804-430-2338

Clearing and grubbing

Paragon Engineers and Constructors,
Inc.
P. O. Box 4691
Houston, Texas 77210-4691
Telephone: 713-524-0458

Bridges, tunnels

Paramount Contracting Company
7314 Southlake Parkway
Morrow, Georgia 30260
Telephone: 404-961-7941

Bridges, paving, grading, tunnels,
utilities

Parker-Rowe Construction Co., Inc
P. O. Box 905
Geneva, New York 14456
Telephone: 315-789-7095

Traffic markings

Pavement Specialist, Inc.
P. O. Box 610327
D/FW Airport, Texas 75621-0327
Telephone: 817-491-9665

Paving

Pessoa Construction Company
1500 Marblewood Avenue
Fairmont Heights, Maryland 20743
Telephone: 301-322-5190

Bridges, Paving, Grading, Tunnels,
Utility Relocations

Pito's Construction Co., Inc.
1509 Antelope Lane
Beaver Heights, Maryland 20743
Telephone: 301-341-3618

Bridges, paving, grading

Poly-Carb, Inc.
33095 Bainbridge Road
Solon, Ohio 44139
Telephone: 216-248-1223

Bridges, fencing, guardrail, seeding

Professional Restoration, Inc.
6561 W. Shady Side Road
Shady Side, Maryland 20764
Telephone: 202-479-6730

Bridges, tunnels, guardrail, mansonry

PTE Strand Company, Inc.
8435 NW 68th Street
Miami, Florida 33166
Telephone: 305-593-5069

Post-tensioning (bridges)

Quail Oak, Inc.
P. O. Box 15239
Richmond, Virginia 23227
Telephone: 804-321-2100

Bridges, paving, grading, traffic
markings, lighting, seeding,
landscaping, fencing, utility relocation

Rado Construction & Inv., Inc.
10223 S.W. 20th Terrace
Miami, Florida 33165
Telephone: 305-226-8312

Paving, grading signing, guardrail,
fencing, seeding, landscaping.

Randolph & Company, Inc.
4382 Campbellton Road, S.W.
Atlanta, Georgia 30331
Telephone: 404-349-2952

Bridges, paving, grading, fencing, utility
relocation

Redman Corporation
6064 Franconia Road, Unit 6064
Alexandria, Virginia 22310
Telephone: 703-313-8681

Bridges, signing

Riley Paving Company, Inc.
P. O. Box 521
Hamburg, Arkansas 71646

Bridges, paving, grading, seeding,
landscaping

S & C Materials Paving Company, Inc.
P. O. Box 504
Eulba, Alabama 36323
Telephone: 205-735-3365

Paving, grading

St. Clair Trucking Inc.
1085 East 4th Street
Washington, North Carolina 27889
Telephone: 919-946-7959

Paving, grading, utility relocations

Santa Fe Construction Company, Inc.
P. O. Box 29201
Washington, D.C. 20017
Telephone: 301-779-6611

Paving, traffic markings, seeding,
landscaping

Schuckner Construction Company
Luzerne and Warren (Bypass)
Reading, Pennsylvania 19601-1695
Telephone: 215-376-8046

Bridges

Scott Construction, Inc.
901 East 20th Street
Baltimore, Maryland 21218
Telephone: 301-235-1515

Bridges, grading, paving, tunnels,
signing, guardrail, fencing, traffic
markings, lighting, seeding,
landscaping, utility relocation

Serra Stone Corporation
4312 Montgomery Avenue
Bethesda, Maryland 20814
Telephone: 301-365-2036

Bridges, Tunnels, Guardrails,
Landscaping

Snowbird Inc.
P.O. Box 887
Robbinsville, North Carolina 28771
Telephone: 704-479-3117

Paving, grading, tunnels, guardrail,
fencing, seeding, landscaping

Soil Shuttlers, Inc.
P. O. Box 22544
Knoxville, Tennessee 37923
Telephone: 615-522-6190

Bridges, grading, paving, guardrail,
fencing, seeding, landscaping, utility
relocation

Southern Maryland Restoration, Inc.
3715 Martin Luther King Jr.
Avenue S.E.
Washington, District of Columbia
Telephone: 202-563-2725

Paving, grading, guardrail, fencing,
seeding, landscaping.

Spraycrete, Inc.
15551 Oakwood Drive
Brookwood, Alabama 35444
Telephone: 704-479-8472

Tunnels, shotcrete construction,
rockbolting, pressure grouting

Story Erosion Control, Inc.
P.O. Box 108-C, Route 1
Tiplersville, Mississippi 38674
Telephone: 601-223-6716

Bridges, fencing, seeding

Sumrall's Construction Company, Inc.
P. O. Box 3898
Gulfport, Mississippi 39505
Telephone: 601-832-8049

Bridges, paving

T & W Associates, Inc.
P.O. Drawer 1209
Pembroke, North Carolina 28372-1209
Telephone: 919-521-3728

Bridges, tunnels.

Tavares Concrete Company, Inc.
7805 Cinder Bed Road
Lorton, Virginia 22079
Telephone: 703-550-7737

Bridges, paving, grading

Taylor Brothers Masonry
Construction
Route 4, Box 537
Newland, North Carolina 28657
Telephone: 704-733-4631

Bridges, tunnels, stone curbing, stone
veneering

TC & S Stone Company
40 Donna Drive
Asheville, North Carolina 28801
Telephone: 704-253-2210

Bridges, tunnels, stone masonry

Technical Data Services, Inc.
8641 Ashwood Drive
Capitol Heights, Maryland 20743
Telephone: 301-499-3200

Paving, grading, signing, fencing, traffic markings, seeding, landscaping, utility relocation

Timme, Inc.
P. O. Box 200
Endeavor, Wisconsin 53930-0200
Telephone: 608-587-2765

Grading, signing, guardrail, fencing, seeding, landscaping

Tito's Contractors, Inc.
7308 Georgia Avenue, N.W.
Washington, D.C. 20012
Telephone: 202-291-2255

Fencing, landscaping, painting

Traffico, Inc.
2511 North Charles Street
Baltimore, MD 21218
Telephone: 410-889-5033

Signing, Traffic Markings

Tri-State Design Construction Co.
222 South Easton Road, Suite 209
Glenside, Pennsylvania 19038-3998
Telephone: 215-576-0555

Bridges, paving, grading, tunnels, signing, guardrail, fencing, traffic markings, lighting and traffic signals, seeding, landscaping, utility relocations.

Tri State Engineering & Management
237 East Thistle Court
New Martinsville, West Virginia 26155
Telephone: 304-455-6264

Bridges, grading, guardrail, utility relocation

Tri Construction, Inc.
1325 Kenilworth Avenue, N.E.
Washington, D.C. 20019
Telephone: 202-543-8500

Bridges, paving, grading

Triangle, Inc.
P. O. Box 697
Hurricane, West Virginia 25526
Telephone: 304-757-3390

Bridges

Volunteer Sod & Seeding, Inc.
Route 1, Box 33
Strawberry Farm Road
Lutts, Tennessee 38471
Telephone: 615-724-5170

Bridges, paving, grading, seeding, landscaping

Welch Signs & Highway
Safety Co., Inc.
P.O. Box 6108
Mount Airy, North Carolina 27030
Telephone: 919-789-1585

Signing, traffic markings

William Euille & Associates, Inc.
P. O. Box 1911
Alexandria, Virginia 22313-1911
Telephone: 703-751-7970

Bridges, paving, tunnels

Zenon Construction Corporation
P. O. Box 5440
Sunny Isle Station
Christiansted
St. Croix, Virgin Islands 00820
Telephone: 809-773-7308

Bridges, grading, paving, signing,
guardrail, fencing, utility relocation

September 24, 1996
CONTBOOK\WBE1.LST

Women-Owned Business Enterprises
on
Federal Highway Administration
Eastern Federal Lands Highway Division
Contractor's Mailing List

Note: Bidders are advised that the following list represents information as volunteered by the listed firms on the Standard Form 129 "Solicitation Mailing List Application," and does not imply precertification as to type of firm or qualifications to perform the stated work.

Contractors

Type of Work

Acushnet Power Lines, Inc.
58 Perry Hill Road
Acushnet, Massachusetts 02743
Telephone: 508-998-3060

Signing, lighting, traffic signals,
guardrail, fencing, utility relocation

Adams Grading & Trucking, Inc.
Route 1, Box 297
Elk Creek, Virginia 24326
Telephone: 703-655-4275

Seeding, landscaping.

Aerowoods Construction Enterprises
Route 1, Box 25
Remington, Virginia 22734
Telephone: 703-439-3744

Bridges, grading, guardrail, fencing,
landscaping

American Shotcrete Company, Inc.
P.O. Box 579, Hwy 64-14A
Monteagle, Tennessee 37356
Telephone: 615-924-2268

Bridges, tunnels

Arthur Construction Co., Inc.
13850 Barnsfield Road, Lot O
Herndon, Virginia 22071
Telephone: 703-471-5151

Bridges

Avisco, Inc.
8018 Kingston Pike
Knoxville, Tennessee 37919
Telephone: 615-691-5036

Grading, seeding

B & L Enterprises, Inc.
Route 1, Airport Road
Jefferson, North Carolina 28640
Telephone: 919-982-2837

Guardrail, fencing, seeding

Brickwood Contractors, Inc.
P.O. Box 119
Annandale, Virginia 22003-3004
Telephone: 703-941-1919

Bridges.

Bucko Construction Company, Inc.
890 Chase Street
Gary, Indiana 46404
Telephone: 219-949-0331

Paving, grading

Buffington & Smith Contracting Co.
3803 Holly Springs Road
Gillsville, Georgia 30543
Telephone: 404-536-4795

Fencing, paving, seeding, landscaping

Carol Construction, Inc.
3683 Wheeler Road
Agusta, Georgia 30909

Bridges, paving, grading, tunnels,
signing, guardrail, fencing, traffic
markings and signals, seeding,
landscaping, utility relocations

Carolina Environmental Contarcting
P.O. Box 1905
Mt. Airy, North Carolina 27030
Telephone: 919-789-0528

Bridges, paving, grading, tunnels,
guardrail, fencing, seeding, landscaping

Cheoah Construction Co., Inc.
P. O. Box 1248
Robbinsville, North Carolina 28771
Telephone: 704-479-8622

Grading, seeding, landscaping

Cherokee Enterprises, Inc.
P.O. Box 471
Cherokee, North Carolina 28719
Telephone: 704-497-5617

Paving, grading

Choice Construction Co., Inc.
3494 Lee Road, No. 205
Cleveland, Ohio 44120-3629
Telephone: 216-991-0003

Bridges, paving, grading, tunnels,
guardrail, fencing, traffic markings,
seeding, landscaping, utility relocations

Coastal Lead & Asbestos Abatement
202 Wise Avenue
Baltimore, Maryland 21202
Telephone: 410-285-6995

Asbestos and lead paint removal

Commercial Gunite
P. O. Box 4616
Nashville, Tennessee 37216
Telephone: 615-228-4557

Bridges, tunnels, slope protection

Concrete Cutting Company, Inc.
357-B Edwin Drive
Virginia Beach, Virginia 23462
Telephone: 804-490-8514

Bridges, paving, grading, traffic
marking

Concrete Specialists
2924 Kimmeridge Drive
East Point, Georgia 30344
Telephone: 404-622-6751

Bridges, paving, grading, seeding,
landscaping, utility relocations

Construction Adhesives Bonding, Inc.
1727 East 7th Street
Charlotte, North Carolina 28204-2413
Telephone: 704-375-3427

Bridges, tunnels, epoxy work

Deb-Rae, Incorporated
4568 Melton Avenue
Louisville, Kentucky 40213-3432
Telephone: 502-361-4792

Seeding, landscaping

Dixie Construction Co., Inc.
260 Hopewell Road
Churchville, Maryland 21028
Telephone: 410-879-8055

Bridges, paving, grading, landscaping,
utility relocation

D'Signs (Signing Company)
625 Carlisle Drive
Herndon, Virginia 22070
Telephone: 703-478-2253

Signing

Engineering Management
Services, Inc.
9905 Georgetown Pike
Great Falls, Virginia 22066
Telephone: 703-759-1614

Bridge painting

Free Contracting, Inc.
604 Bizzell Drive
Lexington, Kentucky 40510
Telephone: 606-255-2236

Bridges, grading, guardrail, fencing,
seeding, landscaping, utility relocations

GECO Enterprises, Inc.
P. O. Box 463
London, Kentucky 40743-0463
Telephone: 604-864-8814

Bridges, paving, grading, tunnels,
signing, guardrail, fencing, utility
relocation

GML Contractors
P.O. Box 702
Monroe, North Carolina 28111
Telephone: 704-289-6951

Guardrail, fencing, seeding, landscaping

Grounds & Gardens
5809 Yorkshire
Detroit, Michigan 48224
Telephone: 313-886-0081

Seeding, landscaping.

High Country Marine Services, Inc.
1347 East Snow Creek Drive
Layton, Utah 84040
Telephone: 801-546-2792

Bridges, tunnels

Highway and Safety Services, Inc.
8030 Beechcraft Avenue
Gaithersburg, Maryland 20879-1853
Telephone: 301-948-4970

Bridges, paving, grading, tunnels,
signing, fencing, traffic markings, utility
relocations, temporary traffic control,
landscaping lighting and traffic signals

Hunt Valley Contractors, Inc.
11460 Cronridge Drive, Suite 132
Owings Mills, Maryland 21117-2241
Telephone: 410-356-9677

Paving, grading

Industrial Construction Company of
Maryland, Inc.
9125 Industrial Court
Gaithersburg, Maryland 20877
Telephone: 301-417-0601

Bridges, paving, grading, tunnels

Island Builder Services, Inc.
200 Anchor Lane
Chester, Maryland 21619
Telephone: 410-643-4531

Fencing, traffic markings.

J & M Equipment & Construction
Co., Inc.
P. O. Box 3037
Pikeville, Kentucky 41502
Telephone: 606-437-4808

Bridges, grading, signing, guardrail,
fencing, seeding, landscaping, utility
relocation

J & P Constructors
7241 Greenland Road
McDavid, Florida 32568
Telephone: 904-327-6295

Bridges, tunnels

KGM Contractors, Inc.
P.O. Box 7
Angora, Minnesota 55703
Telephone: 218-666-5698

Grading

The Kennedy Company
of Virginia, Inc.
P. O. Box 16114
Chesapeake, Virginia 23328
Telephone: 804-485-5668

Bridges, signing, utility relocation

Katmai Inc.
9661 Wellington Road
Manassas, Virginia 22110
Telephone: 713-368-5609

Grading, landscaping, utility relocation

Kennedy Tractor Company, Inc.
Route 3, Box 265B
Clyde, North Carolina 28721
Telephone: 704-627-0012

Grading

K. L. Brown Construction, Inc.
P.O. Box 1024
Stevensville, Maryland 21666
Telephone: 301-643-3575

Construction surveying - Bridges,
paving, tunnels, grading, guardrail,
fencing, utility relocation

L. J. Sperberg Trucking, Inc.
Route 4, Box 288
Shawano, Wisconsin 54166
Telephone: 715-524-4263

Grading, seeding, landscaping, utility relocations

L.T. Services, Inc.
7107 Charles Avenue
Parma, Ohio 44129

Bridges, paving, seeding, landscaping,

Lady Blue Trucking
P. O. Box 1561
Upper Marlboro, Maryland 20773

Bridges, paving, grading, tunnels, signing, guardrail, landscaping, utility relocation

Lewis Construction, Inc.
Route 642, P.O. Box 43
New River, Virginia 24129
Telephone: 703-639-2348

Bridges, grading, guardrail, fencing, utility relocations.

Mid-Atlantic Marking, Inc.
P. O. Box 7997
Gaithersburg, Maryland 20898
Telephone: 301-601-9248

Paving, traffic markings, lighting and traffic signals

Mid-Atlantic Steel Contractors, Inc.
4253 Montgomery Road
Ellicott City, Maryland 21043
Telephone: 301-621-5373

Bridges, signing, guardrail, fences

New South Contractors, Inc.
76 Martha Circle
Lebanon, Tennessee 37087
Telephone: 615-444-8395

Grading, highway shoulder drains, median underdrains

Newport Paving, Inc.
P.O. Box 374
Newport, Tennessee 37821
Telephone: 423-623-8671

Bridges, paving, grading

N. H. Stone, Inc.
P. O. Box 239
Sharpsburg, Kentucky 40374
Telephone: 606-247-2311

Signing, guardrail, fencing, traffic marking, lighting and traffic signals, seeding

Parker Grassing, Inc.
P.O. Box 2566, Hwy. 51 South
Opelika, Alabama 36801
Telephone: 205-749-3870

Seeding, landscaping

Perry Engineering Co., Inc.
Route 6, Box 152B
Winchester, Virginia 22601
Telephone: 703-667-4310

Bridges, paving, grading, tunnels, seeding, landscaping, utility relocations

Priceless Sales & Service, Inc.
8120 Norris Lane
Baltimore, Maryland 21222
Telephone: 301-285-6110

Bridges, paving, grading, tunnels,
signing, guardrail, traffic marking, light
and traffic signals, utility relocation

Professional Restoration, Inc.
6561 W. Shady Side Road
Shady Side, Maryland 20764
Telephone: 202-479-6730

Bridges, tunnels, guardrail, masonry

PTE Strand Co., Inc.
8435 N.W. 68th Street
Miami, Florida 33166
Telephone: 305-593-5069

Post tensioning (bridges)

Que Associates, Inc.
12030 Gatewater Drive
Potomac, Maryland 20854
Telephone: 301-294-6306

Bridges, tunnels, utility relocations,
structures

RMK Construction Company
Box 337
Rogersville, Tennessee 37857

Bridges, concrete work

Rea's Country Lane Const. Co., Inc.
102 Rhodes Street
Houston, Mississippi 38851
Telephone: 601-456-5815

Grading

Safety Stripe Marking Co., Inc.
P. O. Box 845
Arden, North Carolina 28704
Telephone: 704-687-0760

Traffic markings

Sheets Construction Co., Inc.
P.O. Box 712
McDonough, Georgia 30253

Signing, guardrail

SingeHary Construction
Route 1, Box 142A
Lovettsville, Virginia 22080
Telephone: 703-689-1249

Signing, guardrail, fencing, seeding,
landscaping

STX Corporation
P. O. Box 2915
Peachtree City, Georgia 30269
Telephone: 404-487-6100

Bridges, grading, construction and
rehabilitation of new railroad tracks,
turnout switches and road crossings

The Phoenix Group of Middle TN, Inc.
P.O. Box 1401
Lebanon, TN 37087
Telephone: 615-449-5270

Paving, Concrete

T & W Associates, Inc.
P.O. Drawer 1209
Pembroke, North Carolina 28372-1209
Telephone: 919-521-3728

Bridges, Tunnel

Tennatee Services, Inc.
P. O. Box 1272
Cherokee, NC 28719

Paving, Grading, Fencing, Seeding

Volunteer Sod and Seeding, Inc.
Route 1, Box 33
Strawberry Farms Road
Lutts, Tennessee 38471
Telephone: 615-724-5170

Bridges, paving, grading, seeding,
landscaping

Walco, Inc.
50 Depot Street
Robbinsville, NC 28771
Telephone: 704-479-6501

Bridges, paving, grading, tunnels,
signing, guardrail, fencing, traffic
markings, lighting and traffic signals,
seeding, landscaping, utility relocations

Wayne Rea
102 Rhodes Street
Houston, Mississippi 38851
Telephone: 601-456-5815

Grading

Welch Signs & Highway
Safety Co., Inc.
P.O. Box 6108
Mount Airy, North Carolina 27030
Telephone: 919-789-1585

Signing, traffic markings

Wilson Brothers
P. O. Drawer 328
Childersburg, Alabama 35044
Telephone: 205-378-5573

Paving, grading